

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS

September 19, 2012

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, September 19, 2012, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:04 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Robinson, Clancy, Wetzell, Moynihan, Steffen, Carpenter, Lund, Fewell

Resigned: Schuller

Total Present: 25

Resigned: 1

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Kaster and seconded by Supervisor La Violette **“to adopt the agenda as revised by adding item #10L, a resolution and deleting item #11, closed session”**. Voice vote taken. Motion carried unanimously with no abstentions to adopt the agenda.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board's role is to listen and not discuss comments nor take action of those comments at this meeting.

There were no interested parties who wished to address the Board at this time.

No. 3 -- APPROVAL OF MINUTES OF AUGUST 15, 2012 COUNTY BOARD MEETINGS

A motion was made by Supervisor Williams and seconded by Supervisor Landwehr **“to approve the minutes of August 15, 2012.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Robinson announced that Saturday, September 22nd is St. Norbert College Community Days. There will be lots of food, entertainment and free entry to a Football Game. Supervisor Robinson invited all to attend.

Supervisor Hopp announced Governor Walker issued a proclamation recognizing the Brown County Lean Initiative. Mr. Hopp thanked all the employees and departments that participated in making this a success.

Supervisor Steffen announced the National Medicare Education Program will be presented at 9:00 a.m. at the Kroc Center on Saturday, September 22nd for retirees and senior citizens. Supervisor Steffens encouraged interested parties to attend.

Supervisor Kaster announced on Friday, September 28th will be the Bellevue Fire Departments Fish Boil and invited everyone to attend.

Supervisor La Violette thanked Supervisor Hopp for recognizing the Lean Initiative in Brown County and also thanked the employees and departments for their participation.

No. 5 -- COMMUNICATIONS.

LATE COMMUNICATIONS.

No. 5a -- FROM SUPERVISOR SIEBER RE: TO HAVE INFORMATION SERVICES STUDY HOW MUCH IT WOULD COST AND HOW LONG IT WOULD TAKE TO CHANGE COUNTY PERSONNEL'S EMAIL ADDRESS TO A LESS COMPLEX FORMULA. TO ALSO HAVE I.S. RECOMMEND A NEW FORMULA FOR COUNTY PERSONNEL'S EMAIL ADDRESSES.

Refer to Administration Committee.

No. 5b -- FROM SUPERVISORS WETZEL RE: REVIEW BROWN COUNTY GOLF COURSE OBLIGATION TO THE GENERAL FUND WITH POSSIBLE ACTION.

Refer to Education and Recreation Committee.

No. 5c -- FROM SUPERVISOR ERICKSON RE: TO THE EXECUTIVE OF BROWN COUNTY TO DECLARE SUNDAY, OCTOBER 28TH DONALD DRIVER DAY AND TO PREPARE A PLAQUE THANKING DONALD DRIVER FOR ALL HIS ACCOMPLISHMENTS ON THE GREEN BAY PACKERS AND HIS NUMEROUS CONTRIBUTIONS TO BROWN COUNTY AND STATE OF WISCONSIN.

Refer to County Executive.

No. 5d -- FROM SUPERVISOR HOPP RE: REQUEST THE LIBRARY BOARD REVIEW THEIR POLICY REGARDING THE HOLDING OF "R" RATED VIDEOS WITHIN THEIR COLLECTION; AND JUSTIFY THAT POLICY BEFORE THE EDUCATION AND RECREATION COMMITTEE.

Refer to Education and Recreation Committee.

No. 5e -- FROM SUPERVISOR NICHOLSON RE: REVIEW THE INVESTIGATIVE SERVICES OF THE BROWN COUNTY HOUSING AUTHORITY/I.C.S.

Refer to Public Safety Committee.

No. 5f -- FROM SUPERVISOR BUCKLEY RE: REVIEW WHAT IS THE WORK WEEK FOR THE 24/7 EMPLOYEES.

Refer to Public Safety Committee and Executive Committee.

No. 6 -- APPOINTMENTS.

Board of Supervisors Committee as a Whole:

No. 6a -- CONFIRMATION OF APPOINTMENT OF ALLAN S. JAMIR AS COUNTY BOARD SUPERVISOR DISTRICT 18

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber “**to approve the above appointment**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- ADMINISTER OATH OF OFFICE TO DISTRICT 18 SUPERVISOR

County Clerk, Darlene Marcelle issued the Oath of Office to Allan Jamir and he then took his seat.

Appointments by County Executive:

No. 6c -- APPOINTMENT/CONFIRMATION OF DEAN HAEN AS PORT AND SOLID WASTE DIRECTOR

A motion was made by Supervisor Dantine and seconded by Supervisor Erickson “**to approve the above appointment**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6d -- APPOINTMENT OF DAVE LANDWEHR TO SOLID WASTE BOARD

A motion was made by Supervisor Sieber and seconded by Supervisor Hopp “**to approve the above appointment**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach welcomed Supervisor Jamir to the Brown County Board of Supervisors and looks forward to working with him.

Executive Streckenbach announced that Moody’s has given Brown County a AAA Rating which reflects the vision of Brown County and our fiscal responsibilities.

County Executive Streckenbach congratulated the N.E.W. Zoo for receiving accreditation, a ranking of 244 out of 2800 zoos in the Nation. Mr. Streckenbach thanked the staff at the N.E.W. Zoo for all their hard work in maintaining the Zoo.

Executive Streckenbach announced that he and Cathy Williquette will be giving a LEAN presentation at the Wisconsin Counties Association next week on reducing costs of doing business from an outside perspective.

County Executive Streckenbach announced the 2013 Budget will be released and feels that this will be a budget that everyone can work with. He reminded Supervisors that his Budget Presentation is Monday, October 1st at 12:00 noon at the Museum.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Chairman Moynihan thanked the County Board on the confirmation of Supervisor Jamir. Mr. Moynihan feels that Mr. Jamir will bring great enthusiasm to the County Board.

Chairman Moynihan asked the County Supervisors who bring resolutions or communications to the respective committees to please do their best to attend the Standing Committee Meeting where their resolution or communication is being presented.

Mr. Moynihan congratulated Judy Knudsen on the success of the Brown County Fair and Bernie Erickson and Jerry Polus for all their contributions in a wonderful tribute to the Veterans of Brown County on Veterans' Appreciation Day at the Brown County Fair.

No. 8 -- Other Reports.

No. 8a -- BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF MAY 2012

The following is a statement of the Treasurer's Cash on Hand and in the General Account as of May 31, 2012:

Associated Bank and Chase Bank	\$2,662,412.21
Bank Mutual and Denmark State Bank	\$0.00
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$319,234.35
Emergency Fund	(\$10,808.64)
NSF Checks Redeposited	(\$26,570.64)
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$67,721.21)
UMR Sweep Account	(\$388,517.44)
Bank Error(s)	\$0.00
Total	<u>\$2,488,028.63</u>
Less Outstanding Checks	(\$2,947,837.61)
Other Reconcilable Items	<u>\$181,874.78</u>
Balance Per County	(\$277,934.20)

The following is a statement of the Treasurer's Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of May 31, 2012:

	2011	2012
Year-to-Date Interest Received	\$412,167.60	\$433,196.39
Interest Received-Current Month	<u>\$140,466.00</u>	<u>\$33,069.34</u>
Year-to-Date Interest Unrestricted Funds	\$552,633.60	\$466,265.73
Working Capital Reserves Invested	\$123,518,410.97	\$130,600,577.76
Restricted Investments	<u>\$33,849,445.65</u>	<u>\$14,854,886.25</u>
Total Funds Invested	\$157,367,856.62	\$145,455,464.01
Certificates of Deposits	\$13,850,000.00	\$6,095,735.00
Treas-Gov't Agencies	\$47,128,994.71	\$48,026,729.01
Commercial Paper	\$0.00	\$9,992,361.94
Money Mkt-Pool	<u>\$96,388,861.91</u>	<u>\$81,340,638.06</u>
Total	\$157,367,856.62	\$145,455,464.01
Rate of Return:	0.979%	<u>0.522%</u>

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of May 31, 2012.

\s\ Kerry M. Blaney
County Treasurer

A motion was made by Supervisor Van Dyck and seconded by Supervisor Fewell "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

No. 8b -- BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JUNE 2012

The following is a statement of the Treasurer's Cash on Hand and in the General Account as of June 30, 2012:

Associated Bank and Chase Bank	\$2,170,752.11
Bank Mutual and Denmark State Bank	\$347,963.38
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$179,046.63
Emergency Fund	(\$19,454.59)
NSF Checks Redeposited	(\$26,377.47)
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$12,647.00)
UMR Sweep Account	(\$290,696.53)
Bank Error(s)	\$0.00
Total	<u>\$2,348,586.53</u>
Less Outstanding Checks	(\$2,082,693.00)
Other Reconcilable Items	<u>\$295,647.26</u>
Balance Per County	\$561,540.79

The following is a statement of the Treasurer's Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of June 30, 2012:

	2011	2012
Year-to-Date Interest Received	\$552,633.60	\$466,265.73
Interest Received-Current Month	<u>\$59,823.73</u>	<u>\$80,051.69</u>
Year-to-Date Interest Unrestricted Funds	\$612,457.33	\$546,317.42
Working Capital Reserves Invested	\$126,028,096.92	\$132,288,907.77
Restricted Investments	<u>\$31,538,888.56</u>	<u>\$21,685,634.37</u>
Total Funds Invested	\$157,566,985.48	\$153,974,542.14
Certificates of Deposits	\$13,850,000.00	\$6,095,735.00
Treas-Gov't Agencies	\$46,274,669.85	\$48,332,201.79
Commercial Paper	\$0.00	\$8,993,054.17
Money Mkt-Pool	<u>\$97,442,315.63</u>	<u>\$90,553,551.18</u>
Total	\$157,566,985.48	\$153,974,542.14
Rate of Return:	0.803%	<u>0.661%</u>

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of June 30, 2012.

\s\ Kerry M. Blaney
County Treasurer

A motion was made by Supervisor Fewell and seconded by Supervisor Clancy "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF AUGUST 23, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on August 23, 2012 and recommends the following motions:

1. Communication from Supervisor Robinson, Erickson and Fewell re: If the BC Housing Authority continues on the path of transferring management, we request that they do an RFP before awarding the contract, stating their reasons for seeking a new vendor. To take Items 1 and 1a together.
- 1a. Communication from Supervisor Fewell: To formally request that the Brown County Housing Authority do the following:

- a. Extend the contract to Integrated Community Services for the year 2013 to avoid a disruption in service to the many clients of the Section Eight housing voucher program.
 - b. To complete an independent review of the Section Eight housing voucher program by the end of the first quarter of 2013.
 - c. After completing the independent review consider the options available, including a plan of correction, re-negotiating the contract with ICS, and/or consider if a RFP process is even necessary.
 - d. These steps would assure the stability of the Brown County Section Eight housing voucher program through 2013, it would also allow for the appropriate evaluation to be completed, and give adequate time for a successful transition if needed by January 1, 2014.
To put their recommendation in resolution form and let the Executive Committee handle it.
2. Treasurer - Budget Status Financial Reports for June and July, 2012. Receive and place on file.
 3. Treasurer - Financial Report for the Months of May and June, 2012. Receive and place on file.
 4. Information Services - Budget Status Financial Report for June, 2012. *See action at Number 5.*
 5. Information Services - Director's Report. Receive and place on file Items 4 & 5.
 6. Human Resources - Budget Status Financial Report for June, 2012. Receive and place on file.
 7. Human Resources - Activity Report for July, 2012. Receive and place on file.
 8. Dept. of Admin - Budget Status Financial Report for June, 2012. Receive and place on file.
 9. Dept. of Admin - Countywide Financial Analysis as of June, 2012. Receive and place on file.
 10. Dept. of Admin - 2012 Budget Adjustment Log. Receive and place on file.
 11. Dept. of Admin - June 30, 2012 Vehicle Listing. Receive and place on file.
 12. Dept. of Admin - Review of Purchasing Policy. Hold for one month.
 13. Dept. of Admin - Director's Report. Receive and place on file.
 14. Corp. Counsel - Closed Session: Pursuant to Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and pursuant to Wis. Stats. § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Getmor Enterprises, LLC vs. Brown County, Case No. 12-C-633 Litigation)
 - i. To enter into closed session.
 - ii. To return to regular order of business.
 15. Audit of bills. To pay the bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Nicholson **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF SEPTEMBER 6, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on September 6, 2012 and recommends the following:

1. Review Minutes of:
 - a. Library Board (July 19 and August 16, 2012). Receive and place on file.
2. Communication from Supervisor De Wane re: To have staff meet with representatives from Green Bay to discuss alternatives for the future of the Brown County Library and bring their findings to the Executive Committee, whether it is a partnership or finding a new location or building a new library, etc. Receive and place on file.
3. Museum – Year-To-Date Gate Revenue Total – Comparison. Receive and place on file.
4. Museum – Daily Admission Report. Receive and place on file.
5. Museum – Attendance and Admission. Receive and place on file.
6. Museum – Zip Code Report. Receive and place on file.
7. Museum – Director’s Report. Receive and place on file.
8. Park Management – Parks Budget Status Financial Report for July, 2012. Receive and place on file.
9. Parks Management – Budget Adjustment Request (#12-68): Increase in expenses with offsetting increase in revenue. To approve.
10. Park Management - Request from Ashwaubenon Nordic Ski Team for waiver of trail fees for their run/bike race October 28, 2012 at the Reforestation Camp in exchange for a service project. To approve the request for the waiver of fees in lieu of services.
11. Park Management – Discussion of allowance of use of skateboards (including longboards and mountain boards) on County operated State Recreational Trails. *No action taken.*
12. Park Management – Directors’ Report. Receive and place on file.
13. Park Management – Request from the Alzheimer’s Association for consideration of a one-time waiver on the 2012 cost increase on the Zoo admission passes. To approve the waiver on the 2012 cost increase on the Zoo admission passes.
14. NEW Zoo – Budget Status Financial Report for July, 2012. Receive and place on file.
15. NEW Zoo – Monthly Activity Report for August, 2012.
Zoo Monthly Activity Report for July, 2012.
 - a. Operations Report.
 - i. Admissions, Revenue, Attendance Report.
 - ii. Gift Shop, Mayan Zoo Pass Revenue Report. Receive and place on file Items 15a i and ii.
 - b. NE WI Zoo Education & Volunteer Programs Report for July, 2012. Receive and place on file.
 - c. Zoo Animal Collection Report for August, 2012. Receive and place on file.
 - d. NEW Zoo Maintenance Report. Receive and place on file.
 - e. Zoo Director’s Report. Receive and place on file.
16. Library – Budget Status Financial Report for July, 2012. Receive and place on file.
17. Library – Director’s Report. Receive and place on file.

18. Golf Course – Budget Status Financial Report for July, 2012. Receive and place on file.
19. Golf Course – Financial Statistics as of August 19, 2012. Receive and place on file.
20. Golf Course – RFP for Food & Beverage Service for the Brown County Golf Course Project #1632. To approve the RFP with an amendment to have language included to set minimums which match the current contract.
21. Golf Course – Superintendent's Report. Receive and place on file.
22. Resch Centre/Arena/Shopko Hall – Complex Attendance for the Brown County Veterans Memorial Complex for July and August, 2012. Receive and place on file.
23. Audit of Bills. To pay the May, June and July bills.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Wetzel “to adopt” Voice vote taken. Motion carried unanimously with no abstentions.

No. 9bi -- REPORT OF “SPECIAL” EDUCATION AND RECREATION COMMITTEE OF SEPTEMBER 17, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in special session on September 17, 2012 and recommends the following:

1. NEW Zoo & Park Management – To approve easement allowing the Town of Pittsfield to connect with the Mountain-Bay State Trail. To approve the easement request, and if necessary to direct Corporation Counsel if necessary to draft a resolution or documents to bring before the September full County Board meeting.

A motion was made by Supervisor Wetzel and seconded by Supervisor Hopp “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF SEPTEMBER 10, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on September 10, 2012 and recommends the following motions:

1. Communication from Supervisor Moynihan re: Request approval of amending Brown County Code of Ordinances 2.13 (5)(f) to delete “and discussion pertinent to the subject matter.” *July Motion: Hold for 60 days.* Hold for one month.
2. Communication from Supervisor Fewell re: To reduce all fees for Senior Citizens that Brown County charges by 33% including golf course, zoo, museum, Frisbee golf, rental fees, Register of Deeds, Medical Examiner fees, all County Clerk fees, including boat launch fees to honor all Senior Citizens in Brown County. *Held for one month.* Receive and place on file.

3. Communication from Supervisor Vander Leest, Van Dyck, and Steffen re: Request to the Brown County Executive to prepare a budget for 2013 that freezes or lowers property taxes for Brown County taxpayers. *Aug Motion: To forward to Corp Counsel to draft a resolution as stated wishes and bring back at next Exec Cmte mtg. Receive and place on file.* Motion passed 5 to 1.
 - a) Resolution Requesting the County Executive Prepare a 2013 Budget Reflecting a Freeze or Lowering of Property Taxes for Brown County Taxpayers. Receive and place on file.
4. Communication from Supervisor Hopp re: Request that ALL standing committees and boards responsible to the Brown County Board shall be required to file and post the minutes from their meetings within 24 hours of adjournment. Receive and place on file.
5. Communication from Supervisor Erickson re: To have Karl Fleury and Shelly Nackers report to Executive Committee to discuss why hiring hasn't kept up during the last 20 months and explain why employees can't work within the County's scheduled work week. Receive and place on file.
6. Communication from Supervisor De Wane re: To have staff meet with representatives from Green Bay to discuss alternatives for the future of the Brown County Library and bring their findings to the Executive Committee, whether it is a partnership or finding a new location or building a new library, etc. Receive and place on file. Motion passed 5 to 1.
7. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
8. Referred from Admin Cmte - Discussion of the Chapter 4 modifications and the effects on departments that operate 24hours per day, seven days per week. *June Motion: To approve Chapter 4 as amended and have the County Executive continue to work with the Sheriff/Communication Center Director with the 24/7 operations and come back in September. Hold for one month.*
9. County Executive Report
 - a) Budget Status Financial Report for July, 2012. Receive and place on file.
10. Internal Auditor
 - a) Presentation of 2011 Comprehensive Annual Financial Report, Federal Awards and State Financial Assistance Report and Management Communications by Schenck, SC. Receive and place on file.
 - b) Request for Proposal (RFP) for Auditing Services for Brown County Board – Project #1645. To approve.
 - c) Other. *No discussion, no action.*
11. Labor Attorney Report
 - a) Employee Handbook. To hold for one month.
 - b) County Board Referral – Public Safety / Corrections Resolution. *See item 15.*
12. Vacant Budgeted Positions - Health Department – Public Health Nurse: Vacated on 8/10/12. To approve.
13. Vacant Budgeted Positions - Human Services – Social Worker/Case Mgr.-Child Protection, Intake/Ongoing: Vacated on 8/20/12. To approve.
14. Vacant Budgeted Positions - Public Works Department – Business Manager: Vacated on 8/15/12. To approve.
15. Resolution Granting Authority to Pay Additional Compensation to Brown County Employees. To approve items 11b and 15. See Resolutions, Ordinances September County Board.
16. Resolution re: Change in Table of Organization Human Services (Psychiatric Nurse). To approve. See Resolutions, Ordinances September County Board.

17. Resolution Asking Brown County Housing Authority Take Immediate Action to Stabilize the Situation with Integrated Community Solutions.
 - i. To approve. Motion passed 4 to 1.
 - ii. Motion by substitution to approve the resolution with the modification to change from one year to two years. Motion failed 3 to 2.
18. Closed Session - Pursuant to Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Labor negotiations). *See item 19.*
19. Closed Session - Convene in Closed Session to discuss and confer with Corporation Counsel in regards to Civil Action No. 12-C-633 entitled GetMOR Enterprises, LLC v. Brown County, pursuant to Wis. Stat. § 19.85(1)(g) "any meeting of a governmental body may be convened in closed session for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved."
 - i. Enter into closed session.
 - ii. Return to regular order of business.
 - iii. No action taken.

A motion was made by Supervisor La Violette and seconded by Supervisor Fewell "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 9ci -- REPORT OF "SPECIAL" EXECUTIVE COMMITTEE OF SEPTEMBER 19, 2012

TO THE MEMBERS OF BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session on September 19, 2012 and recommends the following motions:

1. Resolution Authorizing the Issuance and sale of \$[3,900,000] General Obligation Airport Refunding Bonds, Series 2012B (AMT). To approve Robert W. Baird.
2. Resolution Authorizing the Issuance and Sale of \$[3,365,000] General Obligation Refunding Bonds, Series 2012C. To approve PNC Capital Markets.
3. Request to Fill Assistant Corporation Counsel Position to handle CHIPS. To approve with a salary of \$62,967.

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE (No Meeting, No Report)

No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION
COMMITTEE OF AUGUST 27, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on August 27, 2012 and recommends the following motions.

1. Review minutes of:
 - a. Facility Masterplan Subcommittee (July 19, 2012)
 - b. Planning Commission Board of Directors (June 6, 2012)
 - c. Planning Commission Board of Directors Transportation Subcommittee (August 13, 2012 – Draft and August 29, 2012).
 - d. Solid Waste Board (June 18, 2012).Suspend the rules and receive and place on file a, b, c & d.
 2. Communication from Supervisor Evans re: Brown County provide adequate land on the County Campus, located by the Jail and CTC, to the Medical College of Wisconsin. Receive and place on file. Motion passed 4 to 1.
 3. ** Communication from Supervisor Fewell re: To reduce all fees for Senior Citizens that Brown County charges by 33% including golf course, zoo, museum, Frisbee golf, rental fees, Register of Deeds, Medical Examiner fees, all County Clerk fees, including boat launch fees to honor all Senior Citizens in Brown County. To amend the request to reduce all Brown County fees for senior citizens to boat launch fees only.
- ** ITEM #3 – RECEIVE AND PLACE ON FILE AS PER THE BROWN COUNTY BOARD ON 9/19/2012.
4. Communication from Supervisor Dantine re: Allow the County to use the Unrestricted Funds from Port and Solid Waste for projects instead of bonding to save millions in interest and help Port and Solid Waste to keep tipping fees low. Refer to Corporation Counsel for legal evaluation and staff for further review.
 5. Register of Deeds – Budget Status Financial Reports for June and July, 2012. Receive and place on file.

Public Hearing - Obtain public comment regarding ordinance adopting the Brown County Farmland Preservation Plan. *No action taken.*

6. Planning Commission - Budget Status Financial Report for June, 2012. Receive and place on file.
7. Planning Commission – Resolution Appointing Patrick Ford as County Surveyor to perform the duties under Wisconsin Statutes 59.45(1) and 59.74(2). To approve. See Resolutions, Ordinances September County Board.
8. Planning Commission – Resolution re: Adopting the Brown County Farmland Preservation Plan Ordinance. To approve the Resolution adopting the Brown County Farmland Preservation Plan Ordinance. See Resolutions, Ordinances September County Board.

9. Planning Commission – Ordinance to create Chapter 42 of the Brown County Code adopting the Brown County Farmland Preservation Plan. To approve the Ordinance to create Chapter 42 of the Brown County Code adopting the Farmland Preservation Plan. See Resolutions, Ordinances September County Board.
10. Planning Commission – Budget Adjustment Request (12-66): Increase in expenses with offsetting increase in revenues. To approve.
11. Property Listing – Budget Status Financial Report for June, 2012. Receive and place on file.
12. Zoning – Budget Status Financial Report for June, 2012. Receive and place on file.
13. Public Works/Facility Management – Summary of Operations. Receive and place on file.
14. Public Works/Facility Management – Budget Adjustment Request (12-62). To approve.
15. Public Works/Facility Management – Ordinance amending Schedule A of the Brown County Code Entitled “Speed Limits”. To approve. See Resolutions, Ordinances September Cty Board.
16. Public Works/Facility Management – Alternative Position Request Project I.D. #1450-07-00 STH/CTH EA (1-43 to Willow Road). To hold for 30 days to request Representatives from Ledgeview and Bellevue to be present at the next PD&T meeting.
17. Public Works/Facility Management – Director’s Report. Receive and place on file.
18. Port & Solid Waste – Resolution Establishing Solid Waste Management Services Agreements and Contracts. To approve. See Resolutions, Ordinances September County Board.
19. Port & Solid Waste – WI Dept. of Ag, Trade and Consumer Protection (DATCP) 2013 Unwanted Prescription Drug Grant – Request for Approval. To approve.
20. Port & Solid Waste – WI Dept. of Ag, Trade and Consumer Protection (DATCP) 2013 Household hazardous Waste/Ag Program Grant – Request for Approval. To approve.
21. Port & Solid Waste – Cat Island Stone Bud Update. Receive and place on file.
22. Port & Solid Waste – Port Area and Solid Waste Area Budget Status Financial Reports for July, 2012. Receive and place on file.
23. Port & Solid Waste – Director’s Report. Receive and place on file.
24. Airport – Budget Status Financial Report for July, 2012. Receive and place on file.
25. Airport – Director’s Report. Receive and place on file.
26. Airport – Closed Session Pursuant to Wis. Stats § 19.85(1) to deliberate or negotiate the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session . (RFP) To move forward with RFP for project 16-10. Motion Passed 4 to 1.
27. Audit of Bills. To pay the bills.

A motion was made by Supervisor Dantine and seconded by Supervisor Erickson **“to adopt”**. Supervisor Robinson requested Item #26 be taken separately and Supervisor Fewell requested item #3 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #26 -- Airport – Closed Session Pursuant to Wis. Stats. 19.85(1) to deliberate or negotiate the purchase of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (RFP) COMMITTEE ACTION: To move forward with RFP for project 16-10. Motion passed 4 to 1.

Supervisor Robinson asked of Airport Director, Tom Miller, what is Project 16-10. Mr. Miller stated that the RFP is for Custodial Services at the Airport. Supervisor Robinson requested more information be given on County projects prior to appearing at the County Board Meeting to be finalized. He expressed his concern that the way it appears on the agenda that the public would not have enough information on the RFP.

A motion was made by Supervisor Erickson and seconded by Supervisor Buckley **“to adopt item #26”**. Voice vote taken. Motion carried unanimously with no abstentions.

Item #3 -- Communication from Supervisor Fewell re: To reduce all fees for Senior Citizens that Brown County charges by 33% including golf course, zoo, museum, Frisbee golf, rental fees, Register of Deeds, Medical Examiner fees, all County Clerk fees, including boat launch fees to honor all Senior Citizens in Brown County. COMMITTEE ACTION: To amend the request to reduce all Brown County fees for senior citizens to boat launch fees only.

A motion was made by Supervisor Fewell and seconded by Supervisor Wetzel **“to receive and place on file item #3”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e(i) -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF AUGUST 27, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on August 27, 2012 and recommends the following motions.

1. Communication from Supervisor Fewell re: To reduce all fees for Senior Citizens that Brown County charges by 33% including golf course, zoo, museum, Frisbee golf, rental fees, Register of Deeds, Medical Examiner fees, all County Clerk fees, including boat launch fees to honor all Senior Citizens in Brown County. To amend the request to reduce all Brown County fees for senior citizens to boat launch fees only.
2. Land and Water Conservation - Department Budget Update July, 2012. Receive and place on file.
3. Land Conservation – Update on Lake Michigan Area Land and Water Conservation Association Summer Tour. Receive and place on file.

A motion was made by Supervisor Kaster and seconded by Supervisor Nicholson **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF SEPTEMBER 5, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on September 5, 2012 and recommends the following motions.

1. Review Minutes of:
 - a. Fire Investigation Task Force General Membership (May 31, 2012). Receive and place on file.
2. Drug Court - Update on Drug Court by Judge Zuidmulder. Receive and place on file.
3. Communication from Supervisor Nicholson re: Request the District Attorney of Brown County to review the State Statutes criteria on placement of sexual predators with possible action. Hold for one month.
4. Communication from Supervisor Nicholson re: To have the Public Safety Committee establish a Sex Offenders Residency Task Force/Board. Hold for one month.
5. District Attorney – RFP for Process Service provider for Brown County District Attorney’s and Child Support Office, Project #1609.
 - i. To approve. No vote taken.
 - ii. Motion amended to go forward with the RFP but provide qualifications of vendors prior to accepting bids and have bids come in and whoever has lowest price should be recommended.
6. Pub Safety Communications - Budget Status Financial Reports for July, 2012. Receive and place on file.
7. Pub Safety Communications – Director’s Report. Receive and place on file.
8. Sheriff - Budget Status Financial Report for July, 2012. Receive and place on file.
9. Sheriff – Resolution re: Change in Table of Organization Human Services (Psychiatric Nurse). To approve. See Resolutions, Ordinances September County Board.
10. Sheriff - Budget Adjustment: Interdepartmental reallocation or adjustment (including reallocation from the County’s General Fund). To approve.
11. Sheriff’s Report. Receive and place on file.
12. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports for June and July, 2012. Receive and place on file.
13. Audit of bills. To pay.

A motion was made by Supervisor Hoyer and seconded by Supervisor De Wane “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10 -- Resolutions, Ordinances:

No. 10a -- RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$3,810,000 GENERAL OBLIGATION AIRPORT REFUNDING BONDS, SERIES 2012B (AMT)

BROWN COUNTY, WISCONSIN

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$3,810,000 GENERAL OBLIGATION
AIRPORT REFUNDING BONDS, SERIES 2012B (AMT)**

WHEREAS, Brown County, Wisconsin (the "County"), is in need of funds aggregating \$3,810,000 for public purposes, including but not limited to refunding certain maturities of the County's \$6,000,000 General Obligation Airport Improvement Bonds, Series 2002A dated August 1, 2002 (the "Prior Bonds"), and issuance expenses (collectively, the "Public Purpose"); and

WHEREAS, the Director of Administration of the County and the County's financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of \$3,810,000 Brown County, Wisconsin, General Obligation Airport Refunding Bonds, Series 2012B (AMT) (the "Series 2012B Bonds"), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation refunding bonds of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated September 13, 2012 (the "Preliminary Official Statement") describing the Series 2012B Bonds and the security therefor; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2012B Bonds (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2012B Bonds were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on September 19, 2012; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that Robert W. Baird & Co. Incorporated (hereinafter referred to as the "Purchaser"), bidding the price of \$3,885,171.27 (\$3,810,000.00 principal amount of the Series 2012B Bonds, plus net premium of \$93,388.40, less underwriter's discount of \$18,217.13) for the entire issue of Series 2012B Bonds (the "Purchase Price"), to bear interest at the rates shown herein for Series 2012B Bonds maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its General Obligation Airport Refunding Bonds in the amount of \$3,810,000 for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

“Act” shall mean Chapter 67 of the Wisconsin Statutes, as amended;

“Bond Registrar” shall mean the Fiscal Agent;

“Code” shall mean the Internal Revenue Code of 1986, as amended;

“County” shall mean Brown County, Wisconsin;

“Dated Date” shall mean October 10, 2012;

“Debt Service Fund Account” shall mean the Debt Service Fund Account of the County, which shall be the “special redemption fund” as such term is defined in the Act;

“Fiscal Agency Agreement” shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

“Fiscal Agent” shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

“Governing Body” shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

“Prior Bonds” shall mean the County’s bonds described in the preamble to this Resolution;

“Public Purpose” shall mean the public purpose described in the preamble to this Resolution;

“Purchase Price” shall mean \$3,885,171.27 (\$3,810,000.00 principal amount of the Series 2012B Bonds, plus net premium of \$93,388.40, less underwriter’s discount of \$18,217.13);

“Purchaser” shall mean Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin;

“Record Date” shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or its nominee; and

“Series 2012B Bonds” shall mean the County’s \$3,810,000 General Obligation Airport Refunding Bonds, Series 2012B (AMT).

Section 2. Authorization of the Series 2012B Bonds. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of \$3,810,000; and fully registered General Obligation Airport Refunding Bonds of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2012B Bonds. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser

for, on behalf of and in the name of the County, General Obligation Airport Refunding Bonds in the aggregate principal amount of \$3,810,000 for the Purchase Price.

Section 4. Terms of the Series 2012B Bonds. The Series 2012B Bonds shall be designated "General Obligation Airport Refunding Bonds, Series 2012B (AMT)"; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2012B Bonds shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$385,000.00	2.0%
2014	\$400,000.00	2.0%
2015	\$405,000.00	2.0%
2016	\$415,000.00	2.0%
2017	\$425,000.00	2.0%
2018	\$430,000.00	2.0%
2019	\$440,000.00	2.0%
2020	\$450,000.00	2.0%
2021	\$460,000.00	2.0%

The Series 2012B Bonds are not subject to call and prior redemption.

Section 5. Form, Execution, Registration and Payment of the Series 2012B Bonds. The Series 2012B Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2012B Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2012B Bonds shall be paid by the Fiscal Agent.

Both the principal of and interest on the Series 2012B Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2012B Bonds will be payable upon presentation and surrender of the Series 2012B Bonds to the Fiscal Agent. Payment of principal on the Series 2012B Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2012B Bond who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Redemption Fund. The sale proceeds of the Series 2012B Bonds herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2012B Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series 2012B Bonds as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

(a) Levy for the year 2012 in the amount of \$466,862.08, being the sum of:

\$ for interest due on May 1, 2013;
\$ for principal due on November 1, 2013; and
\$ for interest due on November 1, 2013.

(b) Levy for the year 2013 in the amount of \$469,650.00, being the sum of:

\$ for interest due on May 1, 2014;
\$ for principal due on November 1, 2014; and
\$ for interest due on November 1, 2014.

(c) Levy for the year 2014 in the amount of \$466,650.00, being the sum of:

\$ for interest due on May 1, 2015;
\$ for principal due on November 1, 2015; and
\$ for interest due on November 1, 2015.

(d) Levy for the year 2015 in the amount of \$486,550.00, being the sum of:

\$ for interest due on May 1, 2016;
\$ for principal due on November 1, 2016; and
\$ for interest due on November 1, 2016.

(e) Levy for the year 2016 in the amount of \$470,250.00, being the sum of:

\$ for interest due on May 1, 2017;
\$ for principal due on November 1, 2017; and
\$ for interest due on November 1, 2017.

(f) Levy for the year 2017 in the amount of \$466,750.00, being the sum of:

\$ for interest due on May 1, 2018;
\$ for principal due on November 1, 2018; and
\$ for interest due on November 1, 2018.

(g) Levy for the year 2018 in the amount of \$468,150.00, being the sum of:

- \$ for interest due on May 1, 2019;
- \$ for principal due on November 1, 2019; and
- \$ for interest due on November 1, 2019.

(h) Levy for the year 2019 in the amount of \$469,350.00, being the sum of:

- \$ for interest due on May 1, 2020;
- \$ for principal due on November 1, 2020; and
- \$ for interest due on November 1, 2020.

(i) Levy for the year 2020 in the amount of \$470,350.00, being the sum of:

- \$ for interest due on May 1, 2021;
- \$ for principal due on November 1, 2021; and
- \$ for interest due on November 1, 2021.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2012B Bonds, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls with respect to the Series 2012B Bonds may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2012B Bonds when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for \$3,810,000 General Obligation Airport Refunding Bonds, Series 2012B (AMT)" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2012B Bonds is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2012B Bonds; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2012B Bonds when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2012B Bonds when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2012B Bonds were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2012B Bonds until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2012B Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2012B Bonds may be used to reduce the

next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2012B Bonds as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2012B Bonds have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2012B Bonds as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2012B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2012B Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2012B Bonds. The terms, conditions and provisions of the Series 2012B Bonds are, in all respects, authorized and approved. The Series 2012B Bonds shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated September 13, 2012 and the Official Statement dated September 19, 2012, are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2012B Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Bonds. The Series 2012B Bonds shall be transferable as follows:

(a) Each maturity of Series 2012B Bonds will be issued as a single Bond in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2012B Bonds. During the term of the Series 2012B Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "Participants"). No person for whom a Participant has an interest in

Series 2012B Bonds (a “Beneficial Owner”) shall receive Bond certificates representing their respective interest in the Series 2012B Bonds except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2012B Bonds will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2012B Bonds until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Bond certificates to the Beneficial Owners of the Series 2012B Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) [Reserved].

(c) Immediately upon delivery of the Series 2012B Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the Bond certificates representing all of the Series 2012B Bonds with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2012B Bonds, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2012B Bonds will receive, hold or deliver any Bond certificates as long as the Securities Depository holds the Series 2012B Bonds immobilized from circulation.

(d) The Series 2012B Bonds may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository (“Substitute Depository”) designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2012B Bonds shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2012B Bonds and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2012B Bondowner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2012B Bonds.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2012B Bonds.

Section 12. Compliance with Federal Tax Laws.

(a) The County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2012B Bonds.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2012B Bonds, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2012B Bonds and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2012B Bonds are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2012B Bond proceeds held by the County. The County hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2012B Bonds and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2012B Bonds and shall make such records available upon reasonable request therefor.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2012B Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2012B Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2012B Bond to its maturity, and to pay the principal amount of each such Series 2012B Bond at maturity.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2012B Bonds, and after issuance of any of the Series 2012B Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2012B Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Series 2012B Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2012B Bonds. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2012B Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Whyte Hirschboeck Dudek S.C., Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2012B Bonds.

Section 18. Amendment to Resolution. After the issuance of any of the Series 2012B Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2012B Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from to time, amend this Resolution without the consent of any of the owners of the Series 2012B Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2012B Bonds then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2012B Bond issued hereunder, or a reduction in the rate of interest on any Series 2012B Bond, or in the amount of the principal obligation thereof, or change the terms upon which the Series 2012B Bonds may be redeemed or make any other modification in the terms of the payment of such

principal or interest without the written consent of the owner of each such Series 2012B Bond to which the change is applicable.

Section 19. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2012B Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2012B Bonds.

Section 20. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 21. Municipal Bond Insurance. If the purchaser of the Series 2012B Bonds obtains municipal bond insurance with respect to the Series 2012B Bonds, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2012B Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2012B Bond provided herein.

Section 22. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 23. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 24. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Section 25. Redemption of Prior Bonds. The County shall take all necessary or desirable actions to redeem the Prior Bonds as soon as practicable after the issuance of the Series 2012B Bonds.

Adopted: September 19, 2012.

Approved by:

\s\ Troy Streckenbach
Brown County Executive

Date Signed: 9/25/2012

EXHIBIT A

OFFICIAL NOTICE OF SALE

[See Appendix D of Preliminary Official Statement]

EXHIBIT B

SUMMARY OF BIDS

[See Attached]



The PFM Group
Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

115 South 84th Street
Suite 315
Milwaukee, WI 53214

414 771-2700
414 771-1041 fax
www.pfm.com

TABULATION OF BIDS

\$3,900,000*

**General Obligation Airport Refunding Bonds, Series 2012B (AMT)
Brown County, Wisconsin**

AWARD:

Robert W. Baird & Co., Inc.

Sale Date: September 19, 2012

Dated: October 10, 2012

Due: November 1, 2013/2021

Bank Qualified: No

Rating: Moody's "Aaa"

Insured: No

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	<u>Yield</u>	
Robert W. Baird & Co., Inc.	Milwaukee, WI	2013	2.000%	0.500%	
		2014	2.000%	0.600%	<u>Price</u>
		2015	2.000%	0.700%	\$3,976,697.75
		2016	2.000%	0.850%	
		2017	2.000%	1.100%	<u>NIC</u>
		2018	2.000%	1.400%	\$338,495.79
		2019	2.000%	1.750%	
		2020	2.000%	2.000%	<u>TIC</u>
		2021	2.250%	2.250%	1.650144%

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Hutchinson, Shockey, Erley & Co.	Chicago, IL	2013	1.000%	
		2014	1.250%	<u>Price</u>
		2015	1.500%	\$3,930,512.50
		2016	1.750%	
		2017	2.000%	<u>NIC</u>
		2018	2.000%	\$363,458.13
		2019	2.000%	
		2020	2.000%	<u>TIC</u>
		2021	2.250%	1.782424%

* Subsequent to the bid opening, the issue was resized to \$3,810,000.00, the purchase price adjusted to \$3,885,171.27, yielding a TIC of 1.649763%.

EXHIBIT C

BID FORM

[See Attached]

BID FORM**\$3,900,000*****General Obligation Airport Refunding Bonds, Series 2012B (AMT)
Brown County, Wisconsin**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Brown County, Wisconsin
c/o Public Financial Management, Inc. (Fax: 414/771-1041)****Sale Date: September 19, 2012**

For all or none of the principal amount of the County's \$3,900,000* General Obligation Airport Refunding Bonds, Series 2012B (AMT), legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$3,976,697.75 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Original Amount*</u>	<u>Revised Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Original Amount*</u>	<u>Revised Amount</u>	<u>Interest Rate</u>
2013	\$ 405,000	\$ 385,000	2.00%	2018	\$ 440,000	\$ 430,000	2.00%
2014	410,000	400,000	2.00%	2019	450,000	440,000	2.00%
2015	415,000	405,000	2.00%	2020	460,000	450,000	2.00%
2016	420,000	415,000	2.00%	2021	470,000	460,000	2.25%
2017	430,000	425,000	2.00%				

* Preliminary, subject to change.

The Bonds mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing May 1, 2013. The Bonds are not subject to prior redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 13, 2012. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$39,000 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our
computation this bid involves the following:

\$ 338,495.79

Net Interest Cost

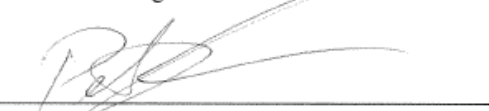
1.650144%

True Interest Rate (TIC)

Respectfully submitted,

Robert W. Baird & Co., Inc.

Account Manager



Peter Anderson

The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 19th day of September, 2012.

Patrick Moynihan, Jr., Chairperson

Darlene K. Marcelle, County Clerk

* Subsequent to the bid opening, the issue was resized to \$3,810,000, the purchase price adjusted to \$3,885,171.27, yielding a TIC of 1.649763%.

BID FORM**\$3,900,000*****General Obligation Airport Refunding Bonds, Series 2012B (AMT)
Brown County, Wisconsin**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Brown County, Wisconsin
c/o Public Financial Management, Inc. (Fax: 414/771-1041)****Sale Date: September 19, 2012**

For all or none of the principal amount of the County's \$3,900,000* General Obligation Airport Refunding Bonds, Series 2012B (AMT), legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$3,976,697.75 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Original Amount*</u>	<u>Revised Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Original Amount*</u>	<u>Revised Amount</u>	<u>Interest Rate</u>
2013	\$ 405,000	\$ 385,000	2.00%	2018	\$ 440,000	\$ 430,000	2.00%
2014	410,000	400,000	2.00%	2019	450,000	440,000	2.00%
2015	415,000	405,000	2.00%	2020	460,000	450,000	2.00%
2016	420,000	415,000	2.00%	2021	470,000	460,000	2.25%
2017	430,000	425,000	2.00%				

* Preliminary, subject to change.

The Bonds mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing May 1, 2013. The Bonds are not subject to prior redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 13, 2012. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$39,000 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our
computation this bid involves the following:

\$ 338,495.79

Net Interest Cost

1.650144%

True Interest Rate (TIC)

Respectfully submitted,

Robert W. Baird & Co., Inc.

Account Manager



Peter Anderson

The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 19th day of September, 2012.

Patrick Moynihan, Jr., Chairperson

Darlene K. Marcelle, County Clerk

* Subsequent to the bid opening, the issue was resized to \$3,810,000, the purchase price adjusted to \$3,885,171.27, yielding a TIC of 1.649763%.

EXHIBIT D**FORM OF SERIES 2012B BOND**REGISTERED
NO. R-_____UNITED STATES OF AMERICA
STATE OF WISCONSINREGISTERED
\$_____BROWN COUNTY, WISCONSIN,
GENERAL OBLIGATION AIRPORT REFUNDING BOND, SERIES 2012B (AMT)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Principal Amount</u>	<u>CUSIP</u>
_____%	November 1, _____	October 10, 2012	\$_____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2012B Bond is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year.

The Bonds are not subject to call and prior redemption.

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). For the prompt payment of this Series 2012B Bond with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2012B Bond shall be payable only upon presentation and surrender of this Series 2012B Bond to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2012B Bond is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2012B Bond is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2012B Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly

executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2012B Bond of the same aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefor. The County may deem and treat the person in whose name this Series 2012B Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2012B Bonds are issuable solely as negotiable, fully registered Series 2012B Bonds without coupons in authorized denominations of \$5,000 or any whole multiple thereof.

This Series 2012B Bond is one of an issue aggregating \$3,810,000 for public purposes, including but not limited to refunding certain maturities of the County's \$6,000,000 General Obligation Airport Improvement Bonds, Series 2002A dated August 1, 2002 the ("Prior Bonds), and issuance expenses (collectively, the "Public Purpose").

This Series 2012B Bond is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on September 19, 2012, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2012B Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2012B Bond and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrevocable tax sufficient to pay this Series 2012B Bond, together with interest thereon when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2012B Bond to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

Attest: _____
Darlene K. Marcelle, County Clerk

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite Social Security or
other identifying number of Assignee)

the within Series 2012B Bond and all rights thereunder, hereby irrevocably constituting and
appointing

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2012B Bond on the books kept for the registration thereof with
full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon
the face of the within Series 2012B Bond in
every particular without alteration or
enlargement or any change whatever.

Signature(s) guaranteed by:

EXHIBIT E**FISCAL AGENCY AGREEMENT****\$3,810,000****Brown County, Wisconsin****General Obligation Airport Refunding Bonds, Series 2012B (AMT)****FISCAL AGENCY AGREEMENT**

THIS AGREEMENT is made and entered into this May 11, 2012, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of THREE MILLION EIGHT HUNDRED TEN THOUSAND DOLLARS (\$3,810,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on August 15, 2012 and September 19, 2012 and has authorized the issuance and sale of \$3,810,000 principal amount of General Obligation Airport Refunding Bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Airport Refunding Bonds, Series 2012B (AMT)"; shall be dated October 10, 2012; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$385,000.00	2.0%
2014	\$400,000.00	2.0%
2015	\$405,000.00	2.0%
2016	\$415,000.00	2.0%
2017	\$425,000.00	2.0%
2018	\$430,000.00	2.0%
2019	\$440,000.00	2.0%
2020	\$450,000.00	2.0%
2021	\$460,000.00	2.0%

Interest shall be payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following

functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent

mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

[Reserved].

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer

or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

[SEAL]

BROWN COUNTY, WISCONSIN

By: _____
Patrick Moynihan, Jr., Chairperson

By: _____
Darlene K. Marcelle, County Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____

Name: _____

Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$3,810,000

Brown County, Wisconsin

General Obligation Airport Refunding Bonds, Series 2012B (AMT)

BOND DEBT SERVICE

Brown County, WI
G.O. Airport Refunding Bonds, Series 2012B (AMT)
Bid by Robert W. Baird & Co., Inc.
(After Resizing)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/10/2012						3,810,000	3,810,000
05/01/2013			43,187.08	43,187.08		3,810,000	3,810,000
11/01/2013	385,000	2.000%	38,675.00	423,675.00	466,862.08	3,425,000	3,425,000
05/01/2014			34,825.00	34,825.00		3,425,000	3,425,000
11/01/2014	400,000	2.000%	34,825.00	434,825.00	469,650.00	3,025,000	3,025,000
05/01/2015			30,825.00	30,825.00		3,025,000	3,025,000
11/01/2015	405,000	2.000%	30,825.00	435,825.00	466,650.00	2,620,000	2,620,000
05/01/2016			26,775.00	26,775.00		2,620,000	2,620,000
11/01/2016	415,000	2.000%	26,775.00	441,775.00	468,550.00	2,205,000	2,205,000
05/01/2017			22,625.00	22,625.00		2,205,000	2,205,000
11/01/2017	425,000	2.000%	22,625.00	447,625.00	470,250.00	1,780,000	1,780,000
05/01/2018			18,375.00	18,375.00		1,780,000	1,780,000
11/01/2018	430,000	2.000%	18,375.00	448,375.00	466,750.00	1,350,000	1,350,000
05/01/2019			14,075.00	14,075.00		1,350,000	1,350,000
11/01/2019	440,000	2.000%	14,075.00	454,075.00	468,150.00	910,000	910,000
05/01/2020			9,675.00	9,675.00		910,000	910,000
11/01/2020	450,000	2.000%	9,675.00	459,675.00	469,350.00	460,000	460,000
05/01/2021			5,175.00	5,175.00		460,000	460,000
11/01/2021	460,000	2.250%	5,175.00	465,175.00	470,350.00		
	3,810,000		406,562.08	4,216,562.08	4,216,562.08		

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

Acceptance Fee: \$325
Annual Fee: \$350

Plus out-of-pocket expenses.

EXHIBIT F

SECTION 893.77 NOTICE

On September 19, 2012, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its \$3,810,000 General Obligation Airport Refunding Bonds, Series 2012B (AMT).

The closing for the above-referenced bonds will be held on or about October 10, 2012. Copies of all proceedings had to date with respect to the authorization and sale of said bonds are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: September 20, 2012.

Darlene K. Marcelle
County Clerk

A motion was made by Supervisor Clancy and seconded by Supervisor Erickson **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 9/25/2012

**No. 10b -- RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$3,225,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012C**

BROWN COUNTY, WISCONSIN

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$3,225,000 GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2012C**

WHEREAS, Brown County, Wisconsin (the "County"), is in need of funds aggregating \$3,225,000 for public purposes, including but not limited to refunding certain maturities of the County's \$3,325,000 General Obligation Corporate Purpose Bonds, Series 2001C dated August 1, 2002, refunding certain maturities of the County's \$5,660,000 General Obligation Highway Improvement Bonds, Series 2002C dated August 1, 2002 (collectively, the "Prior Bonds"), and paying issuance expenses (collectively, the "Public Purpose"); and

WHEREAS, the Director of Administration of the County and the County's financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of \$3,225,000 Brown County, Wisconsin, General Obligation Refunding Bonds, Series 2012C (the "Series 2012C Bonds"), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation refunding bonds of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated September 13, 2012 (the "Preliminary Official Statement") describing the Series 2012C Bonds and the security therefor; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2012C Bonds (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2012C Bonds were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on September 19, 2012; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that PNC Capital Markets (hereinafter referred to as the "Purchaser"), bidding the price of \$3,349,660.90 (\$3,225,000.00 principal amount of the Series 2012C Bonds, plus net premium of \$133,207.15, less underwriter's discount of \$8,546.25) for the entire issue of Series 2012C Bonds (the "Purchase Price"), to bear interest at the rates shown herein for Series 2012C Bonds maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its General Obligation Refunding Bonds in the amount of \$3,225,000 for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

“Act” shall mean Chapter 67 of the Wisconsin Statutes, as amended;

“Bond Registrar” shall mean the Fiscal Agent;

“Code” shall mean the Internal Revenue Code of 1986, as amended;

“County” shall mean Brown County, Wisconsin;

“Dated Date” shall mean October 10, 2012;

“Debt Service Fund Account” shall mean the Debt Service Fund Account of the County, which shall be the “special redemption fund” as such term is defined in the Act;

“Fiscal Agency Agreement” shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

“Fiscal Agent” shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

“Governing Body” shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

“Prior Bonds” shall mean the County’s bonds described in the preamble to this Resolution

“Public Purpose” shall mean the public purpose described in the preamble to this Resolution;

“Purchase Price” shall mean \$3,349,660.90 (\$3,225,000.00 principal amount of the Series 2012C Bonds, plus net premium of \$133,207.15, less underwriter’s discount of \$8,546.25);

“Purchaser” shall mean PNC Capital Markets, Philadelphia, Pennsylvania;

“Record Date” shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or its nominee; and

“Series 2012C Bonds” shall mean the County’s \$3,225,000 General Obligation Refunding Bonds, Series 2012C.

Section 2. Authorization of the Series 2012C Bonds. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of \$3,225,000; and fully registered General Obligation Refunding Bonds of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2012C Bonds. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, General Obligation Refunding Bonds in the aggregate principal amount of \$3,225,000 for the Purchase Price.

Section 4. Terms of the Series 2012C Bonds. The Series 2012C Bonds shall be designated “General Obligation Refunding Bonds, Series 2012C”; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2012C Bonds shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$725,000.00	2.0%
2014	\$755,000.00	2.0%
2015	\$775,000.00	2.0%
2016	\$480,000.00	2.0%
2017	\$490,000.00	2.0%

The Series 2012C Bonds are not subject to call and prior redemption.

Section 5. Form, Execution, Registration and Payment of the Series 2012C Bonds. The Series 2012C Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2012C Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2012C Bonds shall be paid by the Fiscal Agent.

Both the principal of and interest on the Series 2012C Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2012C Bonds will be payable upon presentation and surrender of the

Series 2012C Bonds to the Fiscal Agent. Payment of principal on the Series 2012C Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2012C Bond who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Redemption Fund. The sale proceeds of the Series 2012C Bonds herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2012C Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series 2012C Bonds as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

(a) Levy for the year 2012 in the amount of \$793,262.50, being the sum of:

\$ for interest due on May 1, 2013;
\$ for principal due on November 1, 2013; and
\$ for interest due on November 1, 2013.

(b) Levy for the year 2013 in the amount of \$805,000.00, being the sum of:

\$ for interest due on May 1, 2014;
\$ for principal due on November 1, 2014; and
\$ for interest due on November 1, 2014.

(c) Levy for the year 2014 in the amount of \$809,900.00, being the sum of:

\$ for interest due on May 1, 2015;
\$ for principal due on November 1, 2015; and
\$ for interest due on November 1, 2015.

(d) Levy for the year 2015 in the amount of \$499,400.00, being the sum of:

\$ for interest due on May 1, 2016;
\$ for principal due on November 1, 2016; and
\$ for interest due on November 1, 2016.

(e) Levy for the year 2016 in the amount of \$499,800.00, being the sum of:

- \$ for interest due on May 1, 2017;
- \$ for principal due on November 1, 2017; and
- \$ for interest due on November 1, 2017.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2012C Bonds, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls with respect to the Series 2012C Bonds may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2012C Bonds when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for \$3,225,000 General Obligation Refunding Bonds, Series 2012C" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2012C Bonds is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2012C Bonds; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2012C Bonds when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2012C Bonds when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2012C Bonds were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2012C Bonds until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2012C Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2012C Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2012C Bonds as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2012C Bonds have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2012C Bonds as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2012C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2012C Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2012C Bonds. The terms, conditions and provisions of the Series 2012C Bonds are, in all respects, authorized and approved. The Series 2012C Bonds shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated September 13, 2012 and the Official Statement dated September 19, 2012, are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2012C Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Bonds. The Series 2012C Bonds shall be transferable as follows:

(a) Each maturity of Series 2012C Bonds will be issued as a single Bond in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2012C Bonds. During the term of the Series 2012C Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "Participants"). No person for whom a Participant has an interest in Series 2012C Bonds (a "Beneficial Owner") shall receive Bond certificates representing their respective interest in the Series 2012C Bonds except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2012C Bonds will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2012C Bonds until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Bond certificates to the Beneficial Owners of the Series 2012C Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) [Reserved].

(c) Immediately upon delivery of the Series 2012C Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the Bond certificates representing all of the Series 2012C Bonds with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2012C Bonds, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2012C Bonds will receive, hold or deliver any Bond certificates as long as the Securities Depository holds the Series 2012C Bonds immobilized from circulation.

(d) The Series 2012C Bonds may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository ("Substitute Depository") designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2012C Bonds shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2012C Bonds and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2012C Bondowner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2012C Bonds.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2012C Bonds.

Section 12. Compliance with Federal Tax Laws.

(a) The County represents and covenants that the Public Purpose financed by the Series 2012C Bonds and their ownership, management and use will not cause the Series 2012C Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, and the County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2012C Bonds.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2012C Bonds, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2012C Bonds and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2012C Bonds are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2012C Bond proceeds held by the County. The County hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2012C Bonds and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2012C Bonds and shall make such records available upon reasonable request therefor.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2012C Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2012C Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2012C Bond to its maturity, and to pay and redeem the principal amount of each such Series 2012C Bond at maturity.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2012C Bonds, and after issuance of any of the Series 2012C Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2012C Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Series 2012C Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents

thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2012C Bonds. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2012C Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Whyte Hirschboeck Dudek S.C., Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2012C Bonds.

Section 18. Amendment to Resolution. After the issuance of any of the Series 2012C Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2012C Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from to time, amend this Resolution without the consent of any of the owners of the Series 2012C Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2012C Bonds then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2012C Bond issued hereunder, or a reduction in the rate of interest on any Series 2012C Bond, or in the amount of the principal obligation thereof, or change the terms upon which the Series 2012C Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Series 2012C Bond to which the change is applicable.

Section 19. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2012C Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2012C Bonds.

Section 20. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 21. Municipal Bond Insurance. If the purchaser of the Series 2012C Bonds obtains municipal bond insurance with respect to the Series 2012C Bonds, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2012C Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2012C Bond provided herein.

Section 22. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 23. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 24. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Section 25. Redemption of Prior Bonds. The County shall take all necessary or desirable actions to redeem the Prior Bonds as soon as practicable after the issuance of the Series 2012C Bonds.

Adopted: September 19, 2012.

Approved by:

\s\ Troy Streckenbach
Brown County Executive

Date Signed: \9\25\2012

EXHIBIT A
OFFICIAL NOTICE OF SALE

[See Appendix D of Preliminary Official Statement]

EXHIBIT B
SUMMARY OF BIDS

[See Attached]



The PFM Group
 Public Financial Management, Inc.
 PFM Asset Management LLC
 PFM Advisors

115 South 84th Street
 Suite 315
 Milwaukee, WI 53214

414 771-2700
 414 771-1041 fax
 www.pfm.com

TABULATION OF BIDS

\$3,365,000*
General Obligation Refunding Bonds, Series 2012C
Brown County, Wisconsin

AWARD:

PNC Capital Markets

Sale Date: September 19, 2012

Dated: October 10, 2012

Due: November 1, 2013/2017
Rating: Moody's "Aaa"

Bank Qualified: No
Insured: No

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	<u>Yield</u>	
PNC Capital Markets	Philadelphia, PA	2013	2.000%	0.300%	<u>Price*</u>
		2014	2.000%	0.350%	\$3,494,491.60
		2015	2.000%	0.450%	
		2016	2.000%	0.550%	<u>NIC</u>
		2017	2.000%	0.750%	\$59,834.23
					<u>TIC*</u>
					0.615277%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>		
Janney Montgomery Scott LLC	Philadelphia, PA	2013	2.000%		<u>Price</u>
		2014	2.000%		\$3,485,799.60
		2015	2.000%		
		2016	2.000%		<u>NIC</u>
		2017	2.000%		\$68,526.23
					<u>TIC</u>
					0.705906%

* Subsequent to the bid opening, the issue was resized to \$3,225,000.00, the purchase price adjusted to \$3,349,660.90, yielding a TIC of 0.615969%.



Brown County, Wisconsin
\$3,365,000* General Obligation Refunding Bonds, Series 2012C
Tabulation of Bids
September 19, 2012

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Robert W. Baird & Co., Inc.	Milwaukee, WI	2013	2.000%	<u>Price</u>
		2014	2.000%	\$3,483,480.40
		2015	2.000%	
		2016	2.000%	<u>NIC</u>
		2017	2.000%	\$70,845.43
				<u>TIC</u>
				0.730142%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Hutchinson, Shockey, Erley & Co.	Chicago, IL	2013	1.500%	<u>Price</u>
		2014	1.500%	\$3,433,944.30
		2015	1.500%	
		2016	1.500%	<u>NIC</u>
		2017	1.500%	\$73,050.08
				<u>TIC</u>
				0.760604%

EXHIBIT C

BID FORM

[See Attached]

BID FORM**\$3,365,000*****General Obligation Refunding Bonds, Series 2012C
Brown County, Wisconsin**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Brown County, Wisconsin
c/o Public Financial Management, Inc. (Fax: 414/771-1041)****Sale Date: September 19, 2012**

For all or none of the principal amount of the County's \$3,365,000* General Obligation Refunding Bonds, Series 2012C, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$3,494,491.60* plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Original Amount*</u>	<u>Revised Amount</u>	<u>Interest Rate</u>
2013	\$ 770,000	\$ 725,000	2.00%
2014	790,000	755,000	2.00%
2015	805,000	775,000	2.00%
2016	495,000	480,000	2.00%
2017	505,000	490,000	2.00%

* Preliminary, subject to change, including the above purchase price.

The Bonds mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing May 1, 2013. The Bonds are not subject to prior redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 13, 2012. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$33,650 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our
computation this bid involves the following:
\$ 59,834.23

Net Interest Cost:

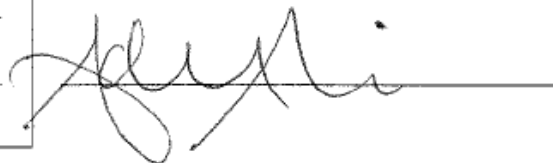
0.615277%

True Interest Rate (TIC)

Respectfully submitted,

PNC Capital Markets

Account Manager



The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 19th day of September, 2012.

Patrick Moynihan, Jr., Chairperson

Darlene K. Marcelle, County Clerk

* Subsequent to the bid opening, the issue was resized to \$3,225,000, the purchase price adjusted to \$3,349,660.90, yielding a TIC of 0.615969%.

EXHIBIT D

REGISTERED NO. R-_____	FORM OF SERIES 2012C BOND UNITED STATES OF AMERICA STATE OF WISCONSIN BROWN COUNTY, WISCONSIN,	REGISTERED \$_____
---------------------------	--	-----------------------

GENERAL OBLIGATION REFUNDING BOND, SERIES 2012C

<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Principal</u> <u>Amount</u>	<u>CUSIP</u>
_____ %	November 1, _____	October 10, 2012	\$ _____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2012C Bond is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year.

The Bonds are not subject to call and prior redemption.

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). For the prompt payment of this Series 2012C Bond with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2012C Bond shall be payable only upon presentation and surrender of this Series 2012C Bond to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2012C Bond is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2012C Bond is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2012C Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2012C Bond of the same aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefor. The County may deem and treat the person in whose name this Series 2012C Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2012C Bonds are issuable solely as negotiable, fully registered Series 2012C Bonds without coupons in authorized denominations of \$5,000 or any whole multiple thereof.

This Series 2012C Bond is one of an issue aggregating \$3,225,000 for public purposes, including but not limited to refunding certain maturities of the County's \$3,325,000 General Obligation Corporate Purpose Bonds, Series 2001C dated August 15, 2001, refunding certain maturities of the County's \$5,660,000 General Obligation Highway Improvement Bonds, Series 2002C dated August 1, 2002, and paying issuance expenses (collectively, the "Public Purpose").

This Series 2012C Bond is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on September 19, 2012, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2012C Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2012C Bond and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrepealable tax sufficient to pay this Series 2012C Bond, together with interest thereon when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2012C Bond to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

[SEAL]

BROWN COUNTY, WISCONSIN

By:

Patrick Moynihan, Jr., Chairperson

Attest:

Darlene K. Marcelle, County Clerk

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite Social Security or
other identifying number of Assignee)

the within Series 2012C Bond and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2012C Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2012C Bond in every particular without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

EXHIBIT E

FISCAL AGENCY AGREEMENT

\$3,225,000

**Brown County, Wisconsin
General Obligation Refunding Bonds, Series 2012C**

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this May 11, 2012, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of THREE MILLION TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$3,225,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on August 15, 2012 and September 19, 2012 and has authorized the issuance and sale of \$3,225,000 principal amount of General Obligation Refunding Bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Refunding Bonds, Series 2012C"; shall be dated October 10, 2012; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$725,000.00	2.0%
2014	\$755,000.00	2.0%
2015	\$775,000.00	2.0%
2016	\$480,000.00	2.0%
2017	\$490,000.00	2.0%

Interest shall be payable commencing on May 1, 2013 and semi-annually thereafter on November 1 and May 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

[Reserved].

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by

this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

By: _____
Darlene K. Marcelle, County Clerk

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$3,225,000

Brown County, Wisconsin

General Obligation Refunding Bonds, Series 2012C

BOND DEBT SERVICE							
Brown County, WI							
G.O. Refunding Bonds, Series 2012C							
Bid by PNC Capital Markets							
(After Resizing)							
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/10/2012						3,225,000	3,225,000
05/01/2013			36,012.50	36,012.50		3,225,000	3,225,000
11/01/2013	725,000	2.000%	32,250.00	757,250.00	793,262.50	2,500,000	2,500,000
05/01/2014			25,000.00	25,000.00		2,500,000	2,500,000
11/01/2014	755,000	2.000%	25,000.00	780,000.00	805,000.00	1,745,000	1,745,000
05/01/2015			17,450.00	17,450.00		1,745,000	1,745,000
11/01/2015	775,000	2.000%	17,450.00	792,450.00	809,900.00	970,000	970,000
05/01/2016			9,700.00	9,700.00		970,000	970,000
11/01/2016	480,000	2.000%	9,700.00	489,700.00	499,400.00	490,000	490,000
05/01/2017			4,900.00	4,900.00		490,000	490,000
11/01/2017	490,000	2.000%	4,900.00	494,900.00	499,800.00		
	3,225,000		182,362.50	3,407,362.50	3,407,362.50		

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

Acceptance Fee: \$325
Annual Fee: \$350

Plus out-of-pocket expenses.

EXHIBIT F

SECTION 893.77 NOTICE

On September 19, 2012, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its \$3,225,000 General Obligation Refunding Bonds, Series 2012C.

The closing for the above-referenced bonds will be held on or about October 10, 2012. Copies of all proceedings had to date with respect to the authorization and sale of said bonds are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: September 20, 2012.

Darlene K. Marcelle
County Clerk

A motion was made by Supervisor Dantine and seconded by Supervisor Wetzel "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

No. 10c -- RESOLUTION ASKING BROWN COUNTY HOUSING AUTHORITY TAKE IMMEDIATE ACTION TO STABILIZE THE SITUATION WITH INTEGRATED COMMUNITY SOLUTIONS

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Brown County Board of Supervisors, determining there was a need for a housing authority, created the Brown County Housing Authority (BCHA) in 1973, pursuant to the predecessor statutory sections to Wisconsin State Statutes §66.1201-66.1211; and

WHEREAS, the Brown County Housing Authority contracted with Integrated Community Solutions (ICS) to administer the Housing Choice Voucher Program (HCV) to the residents of Brown County on behalf of BCHA; and

WHEREAS, BCHA recently made the decision to end its contractual relationship with ICS as of the end of the existing contract; and

WHEREAS, BCHA initially considered administering the housing programs internally by contracting with the City of Green Bay to provide staff, expecting to hire some existing ICS staff. After further review, it was determined that contracting with the City of Green Bay for staffing was not a viable solution; and

WHEREAS, BCHA has formed a review team to review alternatives to resolve how the HCV program would be administered; and

WHEREAS, the end of the existing contract with ICS is December 31, 2012.

NOW, THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors respectfully request and urge the Brown County Housing Authority to extend the contract with ICS for one year to stabilize the situation; and

BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors respectfully requests and urges the BCHA to immediately initiate a formal RFP for administration of the Housing Choice Voucher Program and if the BCHA wishes to consider administering the program internally that they submit a proposal, that has been reviewed by Brown County's Internal Auditor, as part of the RFP process; and **

BE IT FURTHER RESOLVED, that the Brown County Clerk be directed to forward a copy of this resolution to the Brown County Housing Authority, the City of Green Bay Housing Authority, and Integrated Community Solutions.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

** This paragraph was amended as per the County Board on 9/19/2012.

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund. It is advisory in nature.

A motion was made by Supervisor Lund and seconded by Supervisor La Violette **"to adopt"**.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Lund **"to suspend the rules to allow interested parties to address the Board"**. Voice vote taken. Motion carried unanimously with no abstentions.

1. Michael Cotter, Integrated Community Solutions Board Member, spoke in favor of maintaining ICS to administer the HCV Program. Questions were asked of Mr. Cotter by Board members.

2. Randy Gast, Board Attorney for Integrated Community Solutions.
Questions were asked of Mr. Gast by Board members.
3. Donella Dayne, 8939 S. Chase Rd., Pulaski.
Questions were asked of Ms. Dayne by Board members.
4. Robyn Hallet, Housing Authority Director.
Questions were asked of Ms. Hallet by Board members.
5. Darlene Hallet, Housing Authority Board Member, 970 Mt. Hood Ct., read a letter from Chairman of the Brown County Housing Authority, Thomas J. Diedrick, who was unable to attend this meeting.
Questions were asked of Ms. Hallet by Board members.
6. David Macco, 1950 Jay Court, representing Schenk & Schenk.
Questions were asked of Mr. Macco by Board members.

A motion was made by Supervisor Nicholson and seconded by Supervisor Hopp **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Hopp **“to amend the resolution by changing one year to two years in the first ‘BE IT RESOLVED’ paragraph**.

Amending the second ‘BE IT RESOLVED’ paragraph by changing the wording as follows: BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors respectfully requests and urges the BCHA to immediately initiate a formal RFP for administration for the Housing Choice Voucher Program and if the BCHA wishes to consider administering the program internally that they submit a proposal, that has been reviewed by Brown County’s Internal Auditor, as part of the RFP process; and.

Adding a third ‘BE IT RESOLVED’ as follows: BE IT FURTHER RESOLVED, that in the event the BCHA Commission fails to affirmatively approve the requests made in this resolution by Friday, September 28, 2012, that the Brown County Board of Supervisors directs the Brown County Executive to commence action under Wis. Stats. 66.1201(8) for the removal of commissioners, and the appointment of new members to the BCHA Commission to replace those so removed; and.

Adding a fourth ‘BE IT RESOLVED’ as follows: BE IT FURTHER RESOLVED, that if necessary the Brown County Board of Supervisors appoints the Executive Committee for Brown County pursuant to Wis. Stats. 17.16, as the committee to conduct the hearings, make the investigation and report the proceedings to the County Board in the event of removal of any commissioner.”

Following discussion, a motion was made by Supervisor Lund **“to vote on each item separately”**. Voice vote taken. Motion carried unanimously with no abstentions.

Vote taken on **“One year contract”**. Roll Call #10c(1):

Ayes: Sieber, Nicholson, Hoyer, Zima, Evans, Vander Leest, Landwehr, Dantine, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Lund, Fewell

Nays: De Wane, Hopp, Erickson, Buckley, La Violette, Steffen, Carpenter

Abstain: Haefs

Total Ayes: 18 Total Nays: 7 Abstained: 1

Motion carried.

A motion was made by Supervisor Zima and seconded by Supervisor Evans **“to amend the second ‘be it resolved’ to strike all verbage after the word proposal (that has been reviewed by Brown County’s Internal Auditor, as part of the RFP process).** Vote taken. Roll Call #10c(2):

Ayes: Erickson, Zima, Evans, Landwehr, Dantine, Jamir, Robinson

Nays: Sieber, De Wane, Nicholson, Hoyer, Hopp, Vander Leest, Buckley, La Violette, Williams, Kaster, Van Dyck, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Abstain: Haefs

Total Ayes: 7 Total Nays: 18 Abstained: 1

Motion defeated.

Vote taken on **“second be it resolved as amended by Supervisor Van Dyck as follows: BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors respectfully requests and urges the BCHA to immediately initiate a formal RFP for administration for the Housing Choice Voucher Program and if the BCHA wishes to consider administering the program internally that they submit a proposal, that has been reviewed by Brown County’s Internal Auditor, as part of the RFP process; and”**. Roll Call #10c(3):

Ayes: Sieber, Nicholson, Hoyer, Hopp, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Nays: De Wane, Zima, Evans

Abstain: Haefs, Erickson

Total Ayes: 21 Total Nays: 3 Abstained: 2

Motion carried.

Following discussion on the third ‘be it resolved’, a motion was made by Supervisor Van Dyck and seconded by Supervisor Buckley **“to amend the third ‘be it resolved’ as follows: “BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors request that the County Executive be directed to examine the facts and actions of the BCHA Commission and, if appropriate, commence action under Wis. Stat. 66.1201(8) for the removal of commissioners, and the appointment of new members to the BCHA Commission to replace those so removed; and”**. Vote taken. Roll Call #10c(4):

Ayes: Nicholson, Hoyer, Buckley, Kaster, Van Dyck, Jamir, Clancy, Moynihan, Carpenter, Fewell
Nays: Sieber, De Wane, Hopp, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantine, La Violette, Williams, Robinson, Wetzel, Steffen, Lund
Abstain: Haefs

Total Ayes: 10 Total Nays: 15 Abstained: 1

Motion defeated.

Vote taken on original amendment presented by Supervisor Van Dyck as follows: **“BE IT FURTHER RESOLVED, that in the event the BCHA Commission fails to affirmatively approve the requests made in this resolution by Friday, September 28, 2012, that the Brown County Board of Supervisors directs the Brown County Executive to commence action under Wis. Stats. 66.1201(8) for the removal of commissioners, and the appointment of new members to the BCHA Commission to replace those so removed; and.”** Roll Call #10c(5):

Ayes: Nicholson, Hoyer, Hopp, Buckley, Kaster, Van Dyck, Jamir, Moynihan, Carpenter, Fewell
Nays: Sieber, De Wane, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantine, La Violette, Williams, Robinson, Clancy, Wetzel, Steffen, Lund
Abstain: Haefs

Total Ayes: 10 Total Nays: 15 Abstained: 1

Motion defeated.

Vote taken on fourth ‘be it resolved’ as follows: **“BE IT FURTHER RESOLVED, that if necessary they Brown County Board of Supervisors appoints the Executive Committee for Brown County pursuant to Wis. Stats. 17.16, as the committee to conduct the hearings, make the investigation and report the proceedings to the County Board in the event of removal of any commissioner.”** Roll Call #10c(6):

Ayes: Buckley, La Violette, Wetzel, Moynihan
Nays: Sieber, De Wane, Nicholson, Hoyer, Hopp, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantine, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Steffen, Carpenter, Lund, Fewell
Abstain: Haefs

Total Ayes: 4 Total Nays: 21 Abstained: 1

Motion defeated.

A motion was made by Supervisor Lund and seconded by Supervisor Fewell **“to adopt the resolution as amended”**. Vote taken. Roll Call #10c(7):

Ayes: Sieber, Nicholson, Hoyer, Hopp, Erickson, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Jamir, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Nays: De Wane, Zima, Evans, Van Dyck

Abstain: Haefs

Total Ayes: 21 Total Nays: 4 Abstained: 1

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

No. 10d -- RESOLUTION REQUESTING THE COUNTY EXECUTIVE PREPARE A 2013 BUDGET REFLECTING A FREEZE OR LOWERING OF PROPERTY TAXES FOR BROWN COUNTY TAXPAYERS

A motion was made by Supervisor Vander Leest and seconded by Supervisor Hopp “to adopt”.

A motion was made by Supervisor Zima and seconded by Supervisor Lund “to receive and place on file”. Vote taken. Roll Call #10d(1):

Ayes: Sieber, De Wane, Nicholson, Hoyer, Haefs, Erickson, Zima, Evans, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Carpenter, Lund, Fewell

Nays: Hopp, Vander Leest, Steffen

Total Ayes: 23 Total Nays: 3

Motion carried “to receive and place on file.”

No. 10e -- RESOLUTION GRANTING AUTHORITY TO PAY ADDITIONAL COMPENSATION TO BROWN COUNTY EMPLOYEES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Section 4.57 of the Brown County Code provides for payment of overtime pursuant to the requirements of the Fair Labor Standards Act; and

WHEREAS, substantial vacancies have occurred in Division of Public Safety; and

WHEREAS, due to these substantial vacancies employees of the Division of Public Safety have been involuntarily required to work overtime; and

WHEREAS, due to the schedule of certain employees of the Division of Public Safety, certain hours worked outside of these employees’ normal schedules are not compensated at time and one-half of the employee’s normal rate of pay; and

WHEREAS, the Brown County Board of Supervisors deemed these circumstances to constitute an emergency situation; and

WHEREAS, the Brown County Board of Supervisors deems it necessary to pay a premium to certain employees of the Division of Public Safety who are involuntarily required to work outside of their normal work schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors that the County Executive be and is hereby authorized to develop and implement a plan for premium payments to employees of the Brown County Division of Public Safety during periods of time which the County Executive deems as an emergency situation due to excessive vacancies in positions within the Division of Public Safety.

BE IT FURTHER RESOLVED, that these payments may be in addition to overtime payments as required by Section 4.57 of the Brown County Code of Ordinances.

BE IT FURTHER RESOLVED, that such payments shall be made, within the discretion of the County Executive, until this provision automatically expires on July 31, 2013.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel.

Fiscal Impact: This Resolution does not require an appropriation from the General Fund. Funds are available in the 2012 budget due to vacancies.

A motion was made by Supervisor Williams and seconded by Supervisor Carpenter **“to adopt”**.
Vote taken. Roll Call #10e(1):

Ayes: Sieber, De Wane, Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine,
La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzels, Moynihan,
Steffen, Carpenter, Lund, Fewell

Nays: Nicholson, Hopp, Haefs, Zima

Total Ayes: 22 Total Nays: 4

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

No. 10f -- RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION HUMAN SERVICES (PSYCHIATRIC NURSE)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Human Services currently has a vacant 1.00 FTE Psychiatric Nurse in their Table of Organization to provide state mandated psychiatric care for the Jail's population; and

WHEREAS, the Sheriff's Department utilizes an agency to contract medical services for the Jail's population; and

WHEREAS, it was determined that the agency providing medical services can also provide psychiatric care for the Jail's population which would allow for more efficient management and communication of the Jail population's medical and psychiatric care; and

WHEREAS, Human Resources in conjunction with Human Services and the Sheriff's Department are recommending the deletion of (1.00) FTE Psychiatric Nurse from the Human Services Table of Organization; and

WHEREAS, it is further recommended the Sheriff's Department utilize agency staff to contract medical services and psychiatric care for the Jail's population; and

WHEREAS, Human Services will transfer funds to the Sheriff's Department for contract agency staff to provide psychiatric care for the Jail's population for the remainder of 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the deletion of (1.00) FTE Psychiatric Nurse to the Human Services Table of Organization.

BE IT FURTHER RESOLVED, that the Sheriff's Department will utilize agency staff to contract medical services and psychiatric care for the Jail's population.

BE IT FURTHER RESOLVED, that Human Services will transfer funds in the amount of \$ 24,596.00 to the Sheriff's Department for contract agency staff to provide psychiatric care for the Jail's population for the remainder of 2012.

2012 Partial Budget Impact (09/01/12 – 12/31/12):

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Psychiatric Nurse	(1.00)	Deletion	<u>\$(17,276)</u>	<u>\$(7,320)</u>	<u>\$(24,596)</u>
2012 Partial Budget Impact			<u>\$(17,276)</u>	<u>\$(7,320)</u>	<u>\$(24,596)</u>

2012 Annualized Budget Impact:

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Psychiatric Nurse	(1.00)	Deletion	<u>\$(51,822)</u>	<u>\$(21,956)</u>	<u>\$(73,778)</u>
2012 Annualized Budget Impact			<u>\$(51,822)</u>	<u>\$(21,956)</u>	<u>\$(73,778)</u>

Respectfully submitted,
HUMAN SERVICES COMMITTEE
PUBLIC SAFETY COMMITTEE
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.
A motion was made by Supervisor Evans and seconded by Supervisor La Violette **“to adopt”**.
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 9/25/2012

ATTACHMENTS TO RESOLUTION #10f

MEMO

TO: Lynn VandenLangenberg
FROM: Lynn Fuss, SPHR
DATE: August 15, 2012
RE: Department of Human Services Request for change in the Table of Organization
Sheriff's Department Request for change in the Table of Organization

In the 2012 Budget, Human Services has a 1.0 FTE Psychiatric Nurse, currently vacant since May 1, 2012, that works at the jail to provide state mandated psychiatric care for the Jail's population. The Sheriff's department utilizes an agency to contract medical services to Jail's population. The agency the Sheriff's department uses can also provide Psychiatric Nurse services.

The Budget Adjustment to move the cost of the Psychiatric Nurse from Human Services budget to the Sheriff's department budget so the psychiatric nurse services can be contracted out with the medical services for the Jail population. This change will allow for more efficient management and communication regarding the Jail population's medical and psychiatric care.

It is requested that the 1.0 FTE Psychiatric Nurse be deleted from Human Services' Table of Organization. The attached Budget Adjustment Request be approved to move the budget allocated to the Sheriff's Department for the purpose of contracting out the Psychiatric Nurse services for the Jail population.

BUDGET ADJUSTMENT REQUEST

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Category 1	Reallocation from one account to another <u>within</u> the major budget classifications.	Department Head
<input type="checkbox"/> Category 2		
<input type="checkbox"/> a.	Change in Outlay not requiring the reallocation of funds from another major budget classification.	County Executive
<input type="checkbox"/> b.	Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.	County Board

- ☐ Category 3
- ☐ a. Reallocation between budget classifications other than 2b or 3b adjustments. County Executive
- ☐ b. Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services. County Board
- ☒ Category 4 Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund) County Board
- ☐ Category 5 Increase in expenses with offsetting increase in revenue County Board

Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input checked="" type="checkbox"/>	201.076.170.173.5100	Regular earnings HS	\$17,276.00
<input type="checkbox"/>	<input checked="" type="checkbox"/>	201.076.170.173.5110.100	Fringe Benefits HS	\$ 7,320.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.170.173.9003	Transfer out HS	\$24,596.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.072.001.9002	Transfer in Sheriff	\$24,596.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.072.001.5708	Prof Services –Sheriff	\$24,596.00

Narrative Justification:

Transfer costs of psychiatric jail nurse to the sheriff's department. Costs are from Sept 1st for the remainder of 2012. Nurse will be a contractor hired by the Sheriff's department.

AUTHORIZATIONS

<hr/> <i>Signature of Department Head</i>	<hr/> <i>Signature of Executive</i>
Department: _____ Date: _____	Date: _____

No. 10g -- RESOLUTION APPOINTING PATRICK FORD AS COUNTY SURVEYOR TO PERFORM THE DUTIES UNDER WISCONSIN STATUTES 59.45(1) AND 59.74(2)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Wisconsin Statutes 59.45(1) identifies the duties of the County Surveyor and 59.74(2) identifies the County Surveyors responsibility for the perpetuation of survey landmarks and monuments; and

WHEREAS, Brown County Code Chapter 21, Subdivisions identifies duties for the County Surveyor; and

WHEREAS, Brown County has historically by resolution designated an individual to perform the duties of County Surveyor; and

WHEREAS, Patrick Ford is a Registered Land Surveyor and in his existing position as Survey Coordinator has admirably performed the duties of the County Surveyor; and

WHEREAS, the appointment of a County Surveyor reflects the appointment of an individual with authority to conduct authorized duties and responsibilities and is not intended to reflect a change in the table of organization for the Planning and Land Services Department; and

WHEREAS, after public meeting and due consideration, the Planning, Development and Transportation Committee has recommended that Patrick Ford be appointed as the County Surveyor; and

WHEREAS, it is necessary for the Brown County Board of Supervisors to approve the appointment of the County Surveyor.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors does approve the appointment of Patrick Ford as County Surveyor to perform the duties under Wisconsin Statutes 59.45(1) and 59.74(2).

Respectfully submitted,
**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund as funding is provided for the Survey Coordinator position to perform the duties of the County Surveyor within the Planning and Land Services Department budget.

A motion was made by Supervisor Erickson and seconded by Supervisor Sieber **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

**No. 10h -- RESOLUTION ADOPTING THE BROWN COUNTY FARMLAND
PRESERVATION PLAN ORDINANCE**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is required under Chapter 91 of the Wisconsin Statutes to prepare a farmland preservation plan and to adopt said plan by ordinance; and

WHEREAS, over the past three years, Brown County staff has coordinated with the participating local Brown County communities and State of Wisconsin Department of Agriculture, Trade, and Consumer Protection to prepare the farmland preservation plan; and

WHEREAS, adoption of the farmland preservation plan will allow qualified Brown County landowners to continue to apply for the Wisconsin Farmland Preservation Income Tax Credit; and

WHEREAS, the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection requires consistency among the local comprehensive plans, the county comprehensive plan, and county farmland preservation plan for the farmland preservation plan to qualify for certification by the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection; and

WHEREAS, the Brown County Farmland Preservation Plan is consistent with the Brown County Comprehensive Plan and the participating local communities' comprehensive plans; and

WHEREAS, after public meeting and due consideration the Brown County Planning Commission has forwarded a resolution recommending the adoption of the Brown County Farmland Preservation Plan to the Planning, Development, and Transportation Committee of the Brown County Board of Supervisors; and

WHEREAS, a public hearing was held by the Brown County Planning, Development, and Transportation Committee of the Brown County Board on August 27, 2012, following a Class I public notice and 30-day review period; and

WHEREAS, following public hearing, public meeting, and due consideration the Planning Development and Transportation Committee has recommended adoption of the Brown County Farmland Preservation Plan to the Brown County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors adopts the Brown County Farmland Preservation Plan Ordinance, Chapter 42 as attached.

Respectfully submitted,
**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor Dantine and seconded by Supervisor Landwehr "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

**PLEASE NOTE: A COPY OF THE BROWN COUNTY FARMLAND
PRESERVATION PLAN IS ON FILE IN THE PLANNING
OFFICE, COUNTY BOARD OFFICE AND COUNTY
CLERK'S OFFICE.**

No. 10i -- AN ORDINANCE CREATING SECTION 42 OF THE BROWN COUNTY CODE ENTITLED "FARMLAND PRESERVATION PLAN"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 42.01 of the Brown County Code entitled "Farmland Preservation Plan"

- (1) By this ordinance, the Brown County Farmland Preservation Plan is hereby adopted pursuant to Chapter 91 of the Wisconsin Statutes.

Section 2 - This ordinance shall become effective upon passage and publication.

Respectfully submitted,
PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Dantine and seconded by Supervisor Hoyer **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: <u>\s\ Troy Streckenbach, County Executive</u>	Date: 9/25/2012
Approved by: <u>\s\ Darlene K. Marcelle, County Clerk</u>	Date: 9/25/2012
Approved by: <u>\s\ Patrick Moynihan, Jr., Board Chairman</u>	Date: 9/26/2012

PLEASE NOTE: A COPY OF THE BROWN COUNTY FARMLAND PRESERVATION PLAN IS ON FILE IN THE PLANNING OFFICE, COUNTY BOARD OFFICE AND COUNTY CLERK'S OFFICE.

No. 10j -- AN ORDINANCE AMENDING SCHEDULE A OF THE BROWN COUNTY CODE ENTITLED "SPEED LIMITS"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 340.0003, Schedule A of the Brown County Code is hereby amended as follows:

County Trunk Highway "M", ~~Town~~ Village of Suamico:

Thirty-five miles per hour from its intersection with County Trunk Highway "B" in the unincorporated place known as Flintville southerly for a distance of 0.52 of a mile.

Forty-five miles per hour from a point 0.52 miles south of CTH "B" to the intersection of ~~Lineville Road~~ Autumn Wood Lane.

Thirty-five miles per hour from the intersection of Autumn Wood Lane to the intersection of Lineville Road.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Authored by: Public Works - Highway Division
Final Draft Approved by Corporation Counsel

Fiscal Impact: **This amendment does not require an appropriation from the General Fund. Fiscal impact is estimated at \$1,100 for required new signage which is included in the Public Works - Highway division budget.**

A motion was made by Supervisor Lund and seconded by Supervisor Kaster “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:	<u>\s\ Troy Streckenbach, County Executive</u>	Date:	9/25/2012
Approved by:	<u>\s\ Darlene K. Marcelle, County Clerk</u>	Date:	9/25/2012
Approved by:	<u>\s\ Patrick Moynihan, Jr., Board Chairman</u>	Date:	9/26/2012

No. 10k -- RESOLUTION ESTABLISHING SOLID WASTE MANAGEMENT SERVICES AGREEMENTS AND CONTRACTS

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the purpose of the Brown County Port and Solid Waste Department is to plan, promote, and administer port, solid waste and recycling activities for Northeastern Wisconsin through methods that are environmentally sound and economical; and

WHEREAS, in 1975 the Brown County Solid Waste Department, currently the Port and Solid Waste Department and Solid Waste Board (collectively the “Department”), were created, pursuant to, among other ordinances, §§ 2.05 & 12.01 of the Brown County Code, as well as the corresponding state statutes giving rise thereto, to act as the policy making body relative to program policies affecting the activities of the Department, which includes in pertinent part, providing economically and environmentally sound solid waste management services and facilities for Brown County (“County”) municipalities, residents and business; and

WHEREAS, per its responsibilities under § 12.01(4) & (5) of the Brown County Code, the Department is further required to develop plans for County solid waste management programs (“Programs”) to collect, transport, reduce, reuse, recycle, compost, process, incinerate, destroy, convert or landfill solid waste within the County and establish rates and fees in accordance therewith so that economic benefits realized thereunder may be returned to the customer or used to reduce tipping fees to the extent practicable; and

WHEREAS, the Department is an Enterprise Fund and utilizes revenue generated solely from its own operations to pay current expenses and long-term capital costs necessary to provide its services and Programs to its customers and users; and,

WHEREAS, Brown County desires to enter into new Agreements with municipalities and Contracts with private companies for the provisions of long-term solid waste management services on the terms and subject to the conditions provided herein, such services to include the storage, source separation, processing, treatment, recovery and disposal of solid waste; and,

WHEREAS, Brown County Solid Waste Board has proposed establishing a multi-tiered Tipping Fee system that provides a Preferred Contract Rate and a Contract Rate to Customers that provide economic incentives to commit to utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to any Agreement or Contract will be subject to the Gate Rate; and,

NOW THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors hereby grants the Department the ability to execute Agreements and Contracts similar to the attached Agreements and Contracts with its Customers.

Respectfully submitted,
**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Authored by: Port and Solid Waste Department

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund and has no fiscal impact on the General Fund.

CERTIFICATION

I, Darlene Marcelle, Clerk of Brown County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a County Board Meeting of the County Board Supervisors on September 19, 2012, adopted by a majority vote, and recorded in the minutes of said meeting.

\s\ Darlene K. Marcelle
Brown County Clerk

SEAL

A motion was made by Supervisor Sieber and seconded by Supervisor Dantinne **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 9/25/2012

ATTACHMENTS TO RESOLUTION #10k

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement and the Addenda (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port and Solid Waste Department and _____ (the "Customer"). Brown County and the Customer shall collectively be referred to herein as "the Parties." Capitalized terms used but not defined in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an agreement with Customer for the provision of long-term solid waste management services on the terms and subject to the conditions provided herein, such services to include the storage, source separation, processing, treatment, recovery and disposal of Solid Waste ("Solid Waste Management Services"); and,

WHEREAS, Customer wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost and,

WHEREAS, in 1975 the Brown County Solid Waste Department and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed a 25-year Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, Brown County has established a multi-tiered Tipping Fee system that provides a Preferred Rate to Customer to provide economic incentives to commit to utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate (not the Preferred Rate); and,

WHEREAS, Brown County has the legal responsibility to act as policy making body for the Solid Waste Department and "shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management" {§12.01(4) Brown County Code} and therefore Customer can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Department or the Brown County Solid Waste Board; and,

WHEREAS, Brown County and Customer agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County's Landfill, transfer station or designee for all Solid Waste generated by Customer and to

guarantee the delivery of all Customer's Solid Waste to Brown County for disposal to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and the Customer agree as follows:

1. **DEFINITIONS** – For purposes of this Agreement, the following terms shall be defined as follows:
 - A. "Additional Services" means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Recycling Program, Recycling Education, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance and Scrap Metal Recycling.
 - B. "Board" refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
 - C. "Designated Drop Off Location" means the Landfill, Transfer Station or other final disposal destination designated by Brown County as the location for Waste to be delivered pursuant to this Agreement.
 - D. "Director" means the Director of the Brown County Port and Solid Waste Department or their designee.
 - E. "Force Majeure" means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemic; landslides; earthquakes; fires; storms; floods or washouts; arrests; governmental restraints; court orders, either Federal or State, civil or military; civil disturbances; explosions; inability to obtain necessary materials, including fuel, tires, supplies, labor or permits due to existing or future rules, regulations, orders laws or proclamations, either Federal or State, civil or military; changes in Federal or State laws, rules, regulations, permits, licenses or budgets.
 - F. "Gate Rate" means a Tipping Fee higher than the Preferred Rate, as provided in Addendum #1.
 - G. "Hazardous Waste" means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
 - H. "Host Community" means the town of Holland (Stock Landfill site) in Brown County or Outagamie or Winnebago designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
 - I. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
 - J. "Landfill" means the designated BOW landfill facility in use during the period of this Agreement.
 - K. "Plan of Operation" means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
 - L. "Preferred Rate" means the lowest rate among the multi-tiered Tipping Fee offered, as provided in Addendum #1.

- M. "Solid Waste" means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.
- N. "Solid Waste Reduction Measures" means recycling or other measures taken by Customer to reduce the amount of Solid Waste generated by the municipality.
- O. "Tipping Fee" means the disposal rate on a per ton basis established by the Board for the disposal, salvage or beneficial use of delivered Solid Waste and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- P. "Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.

2. **AGREEMENT** - This Agreement supersedes all previous Solid Waste Management Services agreements between Customer and the Board.

3. **TERM** – The term shall be the one checked by the municipality

☐ The initial term of this Agreement will be ten (10) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

☐ The initial term of this Agreement will be five (5) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 90 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept for disposal all of the Customer's collected and/or contracted collections of residential, industrial and commercial Solid Waste, provided such waste is of a kind or nature that may be legally accepted at the Designated Drop Off Location. It is understood by the Parties that Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- B. The Transfer Station will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location, if an emergency condition warrants.
- C. Brown County will make available to Customer certain Additional Services which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of

any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.

- D. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- E. Brown County agrees to meet with Customers in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- F. Brown County agrees as part of its 2012 Strategic Planning effort to include Customers as stakeholders.
- G. Brown County and Customer shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and the Customer mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Customer. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and the Customer.
- H. In the event that Brown County, without the assistance of Customer, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.

5. CUSTOMER RESPONSIBILITIES – The Customer agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Customer agrees to deliver all collected and/or contracted collections of acceptable Solid Waste generated by Customer and its constituents or residents for the term of this Agreement to the Designated Drop Off Location. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Customer.
- B. Customer will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Customer shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop Off Location. If unacceptable waste is delivered to the Designated Drop Off Location, the Director or designee shall notify the Customer to have the waste removed, transported and disposed in accordance with all applicable laws. If the Customer is unable to remove the waste within six (6) hours, or the close of the same business day, whichever comes first, Brown County may, but is not obligated to, manage the waste at its discretion and at the Customer's sole expense. Customer is responsible for any and all costs associated with limiting the Designated Drop Off Location operation and/or for any other Designated Drop Off Location users' additional costs associated with the user's inability to use the Designated Drop Off Location due to unacceptable waste delivered to the Designated Drop Off Location by the Customer. Customer shall indemnify and hold

harmless Brown County for any costs incurred as a result of Customer's failure to comply with this paragraph Five.

- D. The Customer shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Customer shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for the Customer.

6. **TIPPING FEE** – The initial Preferred Rate and the Gate Rate of the Tipping Fees for this Agreement shall be identified in Addendum #1. The Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted January 1 of each year in Brown County's discretion. The Tipping Fees may annually increase by not more than the annual change from June to June of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Customer for a Tipping Fee increase.

7. **TRANSFER STATION & LANDFILL OPERATING DAYS AND HOURS** –Brown County agrees to receive at the Designated Drop Off Location Customer's Solid Waste during regular operations. Regular hours are Monday – Friday 7:30 am – 4:00 pm, Saturday 7:30 am – 2:00 pm April 1 – November 30, Saturday 7:30 am – 12:00 pm December 1 – March 31. Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Customers of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop Off Location during inclement weather, such as days with high winds or any day which makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director's sole discretion. Customer may, with at least twenty-four (24) hour notice, request the Director to extend normal operating hours. Customer agrees to pay an hourly rate established by Brown County for extended hours.

8. **PENALTIES** –Customer is obligated to deliver all Solid Waste to Brown County, as provided in Paragraph 4. In the event that Customer diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Customer. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. **FORCE MAJEURE** – Should Brown County or Customer be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or

as a result of any Force Majeure, Brown County or Customer shall be excused from performing such obligations or conditions while Brown County or Customer is so delayed or prevented and for ten (10) days thereafter. The Director shall arrange for Customer's Solid Waste to be accepted for disposal at another landfill during any Force Majeure event which prevents normal operations at the Designated Drop Off Location. The costs associated with alternative disposal and transportation shall be the responsibility of Customer.

10. **ASSIGNMENT** – Customer shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.
11. **DEFAULT** – Should either party fail to carry out any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The defaulting party must cure the default within ten (10) working days of its actual notice of default or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the default.
12. **NOTICE** – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port and Solid Waste Department
 2561 South Broadway
 Green Bay, WI 54304

13. **DAMAGES** –Customer shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Customer's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Paragraph 4 hereof. The Customer shall also pay Brown County the penalties, if any, called for by Paragraph 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.
14. **TERMINATION** –This Agreement is null and void if Brown County determines not to renew the BOW for consecutive 25-year terms, or if the Landfill reaches capacity. Customer may terminate this agreement upon one (1) year written notice if Brown County raises Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.
15. **SEVERABILITY** – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement. The recitals above are non-enforceable as terms of this Agreement.
16. **APPLICABLE LAW** – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and

effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. The Customer and Brown County waive any sovereign immunity for purposes of enforcement of this Agreement and agree to sue and be sued in the appropriate municipal or state court with regard to enforcement of this Agreement or with regard to issues arising out of interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

- 17. HOLD HARMLESS** – Brown County agrees to defend, indemnify, save and hold harmless Customer, its officials, officers, employees and agents, from and against any and all liability, damage, loss, claim, demand, and action arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. It is the intent of this clause that Brown County will defend or pay the defense expenses of Customer and reimburse Customer for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Customer when such claim or litigation is based upon the above. Nothing in this Paragraph 18 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Streckenbach

Municipality of _____

(Name)

(Title)

Addendum #1

This Addendum #1 is incorporated into and made a part of the Agreement by this reference.

The Preferred Rate tipping fee for 2013 is \$40.00/ton; the Gate Rate is \$43.00/ton. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Exhibit A

Acceptable Solid Waste - Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance, by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance, by the Director in writing
8. Incinerator residue, unless approved in advance, by the Director in writing
9. Contaminated soil, unless approved in advance, by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance, by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Addendum #2

This Addendum #2 is incorporated into and made a part of the Agreement by this reference.

This Addendum #2 shall only become effective, if the WASTE TRANSFER AND HANDLING AGREEMENT is executed by and between Brown County and Oneida Energy, Inc. ("OEI") and the OEI waste gasification project becomes operational. This Addendum #2 shall only remain in effect so long as the OEI waste gasification project remains operational. All capitalized terms used herein but not defined in this Addendum #2 shall be defined as provided in the Agreement.

1. Definitions

- A. Infectious Waste means waste defined as infectious and medical waste as defined by sections [287.07\(7\)\(c\)1. c.](#), and 299.51(1)(b) of the Wisconsin Statutes. Tissues, diapers, sanitary napkins, kitty litter and similar items commonly disposed of in ordinary household waste shall not be deemed to be Infectious Waste if included in small amounts customarily found in waste from residential sources so long as the disposal and processing of such material by OEI at the Facility is permitted by, and shall not cause or result in OEI being in violation of, applicable laws, statutes, rules, regulations, permits and orders of any and all governmental entities having jurisdiction over OEI and/or the Facility.
- B. Non-Processable Waste means waste that cannot be processed or used for fuel at the OEI Facility, including but not limited to concrete, stone and other noncombustible inorganic materials.
- C. OEI Facility means the waste gasification facility proposed for development 1230 Hurlbut St., Green Bay, Wisconsin.
- D. Unacceptable Load means an entire truck load of Non-Processable Waste.

2. To the extent Customer is allowed by the Waste Transfer and Handling Agreement executed between Brown County and OEI to direct Solid Waste to the OEI Facility, then Customer shall not deliver to the OEI Facility any Hazardous Waste, Infectious Waste or an Unacceptable Load.

3. Should Customer deliver to the OEI Facility Hazardous Waste, Infectious Waste or an Unacceptable Load, the cost of managing such delivery shall be allocated as follows:

- A. If an Unacceptable Load is delivered to the Facility by Customer, and is rejected by OEI before Customer leaves the OEI Facility, the Unacceptable Load shall be reloaded onto Customer's vehicle for delivery to the Designated Drop Off Location at Customer's sole expense.
- B. If an Unacceptable Load is delivered to the Facility by Customer, unloaded onto the tipping floor, and is rejected by OEI after the Customer leaves the OEI Facility, OEI shall be solely responsible for the cost to transport the Non-Processable Waste to the Designated Drop Off Location. The tipping floor is generally referred to as the location at disposal facility where waste is unloaded from the truck.
- C. If an Unacceptable Load or other Non-Processable Waste delivered to the OEI Facility by Customer is determined to be Hazardous Waste or Infectious

Waste, Customer shall be solely responsible for the cost to transport the Hazardous Waste or Infectious Waste to the Designated Drop Off Location.

D.

4. Brown County agrees to use commercially reasonable efforts to secure indemnification protection from OEI for the disposal of Customer's wastes and shall, to the extent commercially reasonable, attempt to obtain OEI's agreement that such indemnification benefits flow to and benefit Customer.
5. If a mutually acceptable agreement is executed between Brown County and the OEI, beginning six months after the OEI Facility becomes fully operational, and every six (6) months thereafter, Brown County will conduct a financial review of savings realized by such an agreement. After each six (6) month financial review, Brown County agrees to rebate to Customers, on a per ton basis, any savings realized from supplying Solid Waste to the OEI Facility, less operating and management costs incurred by Brown County. Operation and management costs may include, but are not limited to, costs incurred by Brown County for Customers failure to perform pursuant to paragraph three (3) of this Addendum #2; any increased transfer station operation and hauling costs associated with delivering Solid Waste to OEI; and any failure by Brown County to deliver its 95% Solid Waste commitment to a landfill, as required by the BOW Agreement

The financial review shall include an evaluation of the difference between the Preferred Rate charged to the Customer and the rate paid to OEI by Brown County for supplying Solid Waste to the OEI Facility, Brown County's operation and management costs and the net savings realized by Brown County. The resulting net savings shall be distributed to Customers in proportion to each Customer's per ton contribution of Solid Waste as a percentage of the total tonnage delivered to the OEI Facility and Transfer Station.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Streckenbach

Municipality of _____

(Customer Official)

(Title)

No. 10I -- RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A NON-EXCLUSIVE KUNESH ROAD PARK CONNECTOR TRAIL EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND TOWN OF PITTSFIELD

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is the holder of an easement interest for the construction, operation, and management of the Mountain-Bay State Trail by virtue of an Easement entered into between the State of Wisconsin Department of Natural Resources and Brown County and duly recorded on October 25, 2002 as Document No. 1943638 in Brown County Records ("Trail Management Easement"); and

WHEREAS, Brown County, in accordance with the Trail Management Easement, as well as certain other documents relating thereto, is to consent, upon its notification and consultation with the Brown County Parks Department ("Trail Manager"), to any additional easements put forth by the Wisconsin Department of Natural Resources, as the owner of the Mountain-Bay State Trail and the property at issue ("Kunesh Road Park Trail") that in any way affect the Trail Management Easement; and

WHEREAS, Brown County has been duly notified by the Wisconsin Department of Natural Resources, as Grantor, that the Town of Pittsfield ("Town"), as Grantee, desires to construct a connector recreational trail from the Kunesh Road Park Trail to the Mountain-Bay State Trail ("Kunesh Road Park Connector Trail"), as more fully described within the attached Easement ("Kunesh Road Park Connector Trail Easement") entered into for purposes of the same; and

WHEREAS, pursuant to the Kunesh Road Park Connector Trail Easement, among other obligations, the Town is required to, upon approval by the Trail Manager, cut, trim, and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the Kunesh Road Park Connector Trail or the operation thereof; to hold Brown County, its employees and agents harmless in the event that the Trail Manager, its employees or agents cause any damage to the Kunesh Road Park Connector Trail; to protect, indemnify and save harmless the Trail Manager, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly out of acts or omissions by itself, as well as the Trail Manager, its agents or employees; and to obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations, and ordinances in exercising any and all rights granted by the Kunesh Road Park Connector Trail Easement.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors consents to the attached Kunesh Road Park Connector Trail Easement between the Wisconsin Department of Natural Resources and the Town of Pittsfield and authorizes the execution of the Consent to Easement by Brown County.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Wetzel and seconded by Supervisor Williams **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 9/25/2012

**PLEASE NOTE: A COPY OF THE EASEMENT IS ON FILE IN THE
BROWN COUNTY CLERK’S OFFICE.**

No. 11 -- CLOSED SESSION was deleted from agenda.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

Late Communications:

**No. 12a -- FROM SUPERVISOR VAN DYCK RE: REQUEST THAT THE PARKS
DEPARTMENT STAFF DEVELOP A PROGRAM TO ALLOW FOR THE
HARVESTING OF DEAD TREES ALONG THE FOX RIVER TRAIL BY
PRIVATE CITIZENS.**

Refer to Education and Recreation Committee.

**No. 12b -- FROM SUPERVISOR LUND RE: UPDATE ON THE HOUSING AUTHORITY’S
CONTRACT NEGOTIATIONS WITH I.C.S. BROUGHT TO EXECUTIVE
COMMITTEE.**

Refer to Executive Committee.

No. 13-- BILLS OVER \$5,000 FOR PERIOD ENDING AUGUST 31, 2012

A motion was made by Supervisor Robinson and seconded by Supervisor Landwehr **“to pay the bills for the period ending August 31, 2012”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 14 -- CLOSING ROLL CALL.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Total Present: 26

No. 15 -- ADJOURNMENT TO WEDNESDAY, OCTOBER 17, 2012 AT 7:00 P.M.,
LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET,
GREEN BAY, WISCONSIN.

A motion was made by Supervisor Sieber and seconded by Supervisor Hoyer **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 11:09 P.M.

 \s\ DARLENE K. MARCELLE
Brown County Clerk